Form (5A)

Republic of the Union of Myanmar ★ Myanmar Investment Commission ★
Sr. No. 024-d
Date 20-8-2017

# THE REPUBLIC OF THE UNION OF MYANMAR

## The Myanmar Investment Commission

## ENDORSEMENT

**Endorsement No.** 040/2017 Date 20 August 2017

**This endorsement is issued by the Myanmar Investment Commission according to the section 25, sub-section (d) of the Myanmar Investment Law-**

(1) **Name of Investor** DAW THIN THIN MYAT

(2) **Citizenship** MYANMAR

(3) **Residence Address** C/35, BOGYOKE STREET, 2nd QUARTER, MYAWADDY

(4) **Name and Address of Principal Organization** APEX WORLD INTERNATIONAL COMPANY LIMITED, NO C-35, BOGYOKE ROAD, WARD-2, MYAWADDY

(5) **Place of Incorporation** MYANMAR

(6) **Type of business** MANUFACTURING OF FOOTWEAR ON CMP BASIS

(7) **Place(s) of investment Project** PLOT NO 9,12,23,29, BLOCK NO. 15,16, 17,18, MYAWADDY ECONOMIC ZONE-6, MYAWADDY TOWNSHIP, KAYIN STATE

(8) **Amount of Foreign Capital** US$ 3.06 MILLION

(9) **Period for Foreign Capital to be brought in** WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OF ENDORSEMENT

(10) **Total Amount of Capital (Kyat)** EQUIVALENT IN KYAT OF US$ 5.10 MILLION (INCLUDING US$ 3.06 MILLION)

(11) **Construction/ Preparation Period** 6 MONTHS

(12) **Validity of Endorsement** 30 YEARS

(13) **Form of Investment** JOINT VENTURE

(14) **Name of Company Incorporated in Myanmar**

APEX RUBBER INTERNATIONAL COMPANY LIMITED

20.8.17

**Chairman**
**The Myanmar Investment Commission**

ပုံစံ (၅-က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အတည်ပြုမိန့်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
စာအမှတ် ၀၂၄-၈၁
ရက်စွဲ ၂၀-၈-၂၀၁၇
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အတည်ပြုမိန့်အမှတ် ၀၄၀/၂၀၁၇ ၂၀၁၇ ခုနှစ် ဩဂုတ်လ ၂၁ ရက်

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ-၂၅ ပုဒ်မခွဲ(ဃ) အရ ဤအတည်ပြုမိန့်ကိုထုတ်ပေးလိုက်သည် -

(၁) ရင်းနှီးမြှုပ်နှံသူအမည် ဒေါ်သင်းသင်းမြတ်

(၂) နိုင်ငံသား မြန်မာ

(၃) နေရပ်လိပ်စာ C/၃၅,ဗိုလ်ချုပ်လမ်း၊ ၂ရပ်ကွက်၊ မြဝတီမြို့

(၄) ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ ထိပ်ခေါင်ကမ္ဘာအပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီလီမိတက်၊ C/၃၅၊ ဗိုလ်ချုပ်လမ်း၊ ၂ရပ်ကွက်၊ မြဝတီမြို့

(၅) ဖွဲ့စည်းရာအရပ် မြန်မာ

(၆) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်း

(၇) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ်- ၉၊၁၂၊၂၃၊၂၉၊ ဦးပိုင်အမှတ်-၁၅၊ ၁၆၊၁၇၊၁၈၊ မြဝတီစီးပွားရေးဇုန်-၆၊ မြဝတီမြို့နယ်၊ ကရင်ပြည်နယ်

(၈) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၃.၀၆ သန်း

(၉) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ အတည်ပြုမိန့်ရရှိသည့်နေ့မှ ၁ နှစ် အတွင်း

(၁၀) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၅.၁၀ သန်းနှင့် ညီမျှသော မြန်မာကျပ်ငွေ(အမေရိကန်ဒေါ်လာ ၃.၀၆ သန်း အပါအဝင်)

(၁၁) တည်ဆောက်မှု/ ပြင်ဆင်မှုကာလ ၆ လ

(၁၂) အတည်ပြုမိန့်သက်တမ်း ၃၀ နှစ်

(၁၃) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(၁၄) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် APEX RUBBER INTERNATIONAL COMPANY LIMITED

21.8.17

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

Republic of the Union of Myanmar ★ Myanmar Investment Commission ★
Sr. No. 024-d
Date 20.8.2017

THE REPUBLIC OF THE UNION OF MYANMAR
**MYANMAR INVESTMENT COMMISSION**
No.1, Thitsar Road, Yankin Township, Yangon

Tel: 01- 658128
Fax: 01-658141

Our ref : MIC-3/E-27/2017( 024-d )
Date : 20th August 2017

**Subject:** **Decision of the Myanmar Investment Commission on the Endorsement for manufacturing of footwear on CMP basis under the name of Apex Rubber International Company Limited**

Reference: Apex Rubber International Company Limited's letter dated 5 July 2017

1. The Myanmar Investment Commission, at its meeting (11/2017) held on 7 August 2017, approved the Endorsement for investment in manufacturing of footwear on CMP basis" under the name of Apex Rubber International Company Limited submitted by Bangkok Rubber Public Company Limited (10%) and Manorom Footwear Company Limited (50%) from Thailand and Apex World International Company Limited (40%) from the Republic of the Union of Myanmar as a joint venture investment in accordance with the Myanmar Investment Law and Rules.

2. The terms and conditions of the Endorsement are stated in the following paragraphs:

(a) The term of an Endorsed project shall be thirty (30) years commencing from the date of the issuance of the Endorsement by the Myanmar Investment Commission.

(b) The term of the Lease Agreement for land shall be thirty (30) years commencing from the date of signing of the Lease Agreement between Apex World International Company Limited (Lessor) and Apex Rubber International Company Limited (Lessee).

(c) The annual rent for the Land and Buildings shall be US$ 60,000 (United States Dollar sixty thousand only) calculated at the rate of US$ 4.12 per square meter per year for the total land measuring 14544.41 square meters (3.594 acre).

(d) Apex Rubber International Company Limited, which has obtained the Endorsement for enjoyment of exemptions and reliefs under sections 75,77 and 78 of the Chapter XVIII of Myanmar Investment Law, may submit the application form.

(e) Apex Rubber International Company Limited shall use its best efforts to achieve a timely realization of the work stated in the Endorsement application.

(f) Apex Rubber International Company Limited shall obey and respect the responsibilities of investors under section 65 of Myanmar Investment Law and Chapter XX of Myanmar Investment Rules.

(g) Apex Rubber International Company Limited shall carry out prevention, mitigation and monitoring of significant environmental impacts according to the type of investment activities in accordance with the relevant laws, rules, regulations and procedures.

(h) Apex Rubber International Company Limited shall submit to the Commission any transfer of shares or transfer of the business to any person during the investment period in accordance with section 72 of Myanmar Investment Law and rule 191 of Myanmar Investment Rules.

(i) Apex Rubber International Company Limited which has benefitted from the Endorsement or exemption and reliefs shall submit an annual report in the prescribed form to the Commission within three (3) months of the end of the financial year in accordance with rule 196 of Myanmar Investment Rules and shall publish a summary of the report on its website or the Commission's website.

(j) Apex Rubber International Company Limited must, during the operation period under the Endorsement of the Commission, submit its operating report quarterly in the prescribed form in accordance with rule 197 of Myanmar Investment Rules.

3. Apex Rubber International Company Limited shall submit five (5) copies of all approvals, licences, permits and similar authorizations relevant to the initial implementation of the investment, Joint Venture Agreement with Bangkok Rubber Development Center Company Limited, Manorom Footwear Company Limited and Apex World International Company Limited and the Sub-Lease Agreement with Apex World International Company Limited and Daw Thin Thin Myat to the Commission.

20. 8. 17

(Kyaw Win)
Chairman

**Apex Rubber International Company Limited**

cc: 1. Office of the Government of the Republic of the Union of Myanmar

2. Ministry of Home Affairs
3. Ministry of Natural Resources and Environmental Conservation
4. Ministry of Labour, Immigration and Population
5. Ministry of Industry
6. Ministry of Commerce
7. Ministry of Planning and Finance
8. Chairman, CMP Enterprises Supervision Committee
9. Kayin State Investment Committee
10. Office of the Kayin State
11. Director General, Department of Environmental Conservation
12. Director General, Directorate of Labour
13. Director General, Department of Immigration
14. Director General, Directorate of Industrial Supervision and Inspection
15. Director General, Department of Trade
16. Director General, Directorate of Investment and Company Administration
17. Director General, National Archives Department
18. Director General, Customs Department
19. Director General, Internal Revenue Department
20. Kayin State Office, Directorate of Investment and Company Administration

AYEYARWADY BANK

your trusted partner

CREDIT ADVICE

| Customer's Name / Address / ID No. | Account No. Credited | Currency Amount Credited |
|---|---|---|
| **APEX RUBBER INTERNATIONAL CO.,LTD** | **0080-1-03-03-0019951** | **USD 75,000.00**<br>**( USD –Seventy Five Thousand Only)** |

| Trx Date \| Time | TrxType | TrxNumber | Teller Posting ID | Overriding Officer ID |
|---|---|---|---|---|
| **04.08.17** | **Inward TT** | **1IR708032776C01** | **05073(yhl)** | **01375 (tne )** |

Trx Description

**Inward Telegraphic Transfer from UOB to AYA Bank For the purpose of Capital on dt 04.08.17**

**USD – 75,000.00** **Net –USD- 75,000.00**

Authorized Signature

This credit advice is only valid when signed by an authorized officer of the bank

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F  01 UOVBTHBKAXXX 1803 615814
I 103 UOVBSGSGXXXX N
      *UNITED OVERSEAS BANK LIMITED
      *SINGAPORE
SERVICE CODE     103:
BANK. PRIORITY   113:
MSG USER REF.    108: QOROTRM708020176
VALIDATION       119:
SERVICE TYPE     111:
END TO END REF.  121:
*20    : QOR708020176C01
NCE 001 * * * * * * * * * * * * * * * *  OCCURRENCE 00001
 13    : CODE /           / TIME       SIGN   OFFSET
*23 B  : CRED
NCE 002 * * * * * * * * * * * * * * * *  OCCURRENCE 00001
 23    :       /
 26    :
*32 A  : DATE 170803 CURRENCY USD AMOUNT 75.000,00
 33    :              CUR/CODE      AMOUNT
 36    :
*50 K  : / 7683630474
         BANGKOK RUBBER DEVELOPMENT CENTER
         611/40 SOI WATCHANNAI,CHAROEN-
         KRUNG ROAD,BANCKLO,BANGKORLAEM
         TH/BANGKOK 10120
57 A   : /   /
        AYABMMMYXXX
       *AYA BANK LIMITED
       *YANGON

59     : / 0080103030019951
        APEX RUBBER INTERNATIONAL CO.,LTD
        (INTERIM)
        PLOT NO.(6),MYAWADDY ECONOMIC ZONE,
        MYAWADDY TOWNSHIP, MYANMAR
70     : INVESTMENT CAPITAL BROUGHT IN FOR
        COMPANY


71 A   : OUR
72     : /FULLPAY/
        /ACC/KYAUKTADA BRANCH
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001142

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

# ငွေလက်ခံရန်အကြောင်းကြားစာ

အမှတ်စဉ်- ၆                ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇူလိုင် လ ၁၀ ရက်

အောက်ဖော်ပြပါ လျှောက်ထားသူထံမှ သက်ဆိုင်ရာလျှောက်ထားလွှာအတွက် ဖော်ပြပါဝန်ဆောင်ခအားလက်ခံပါရန်နှင့် ငွေရပြေစာမိတ္တူတစ်စောင်ကိုဌာနခွဲသို့ ပေးပို့ပေးပါရန် အကြောင်းကြားအပ်ပါသည်-

၁။ လျှောက်ထားသူ၏ -

(က) အမည် ...မြင့်ဖြိုးအောင်...

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ...၁၂/ဒဂတ(နိုင်)၀၇၃၁၃၁...

(ဂ) နေရပ်လိပ်စာ/ တယ်လီဖုန်း ...အမှတ်(၁၆၂)၊ ပထပ်၊ ၃၅ လမ်း၊ ကျောက်တံတားမြို့နယ်၊ ရန်ကုန် 09-420297804

၂။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ...ဒေါ်ခင်သင်းမြတ်...

(ခ) ကုမ္ပဏီအမည် ...Apex Rubber International Co.,Ltd...

(ဂ) လုပ်ငန်းအမျိုးအစား ...C.M.P စနစ်ဖြင့် ဖိနပ်ချုပ်လုပ်ခြင်း လုပ်ငန်း...

၃။ ပေးသွင်းမည့်ဝန်ဆောင်ခနှင့်စပ်လျဉ်း၍-

(က) လျှောက်ထားလွှာ ပုံစံအမှတ် ...၄(က)၊ [illegible] လျှောက်ထားလွှာ...

(ခ) ဝန်ဆောင်ခနှုန်းထား(ဂဏန်းဖြင့်)ကျပ် ...၅၀၀၀၀...

(စာဖြင့်) ကျပ် ...ငါးသောင်းတိတိ...

(ဂ) ငွေအမျိုးအစား (ကျောဘက်ပါအတိုင်း)

2017/7/17

*(သက်ဆိုင်ရာဌာနခွဲမှလက်မှတ်ထိုးပေးပါရန်)*

ငွေလက်ခံပေးပါရန် ဦးကျော်ကျော်ခိုင် ဒု-ဦးစီး

(ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၂ / ကြီးကြပ်ရေးဌာနခွဲ)

ငွေလက်ခံပြီး

ကျပ် ---၅၀,၀၀၀/----- (ကျပ် ---ငါးသောင်း---------

တိတိ)ကိုလက်ခံရရှိပါသည်။

ငွေစာရင်းဌာနစု

001143

# ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
## စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
## ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
## ငွေလက်ခံရန်အကြောင်းကြားစာ

အမှတ်စဉ်- ၁ ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇူလိုင်လ ၂၀ ရက်

အောက်ဖော်ပြပါ လျှောက်ထားသူထံမှ သက်ဆိုင်ရာလျှောက်ထားလွှာအတွက် ဖော်ပြပါဝန်ဆောင်ခအားလက်ခံပါရန်နှင့် ငွေရပြေစာမိတ္တူတစ်စောင်ကိုဌာနခွဲသို့ ပေးပို့ပေးပါရန် အကြောင်းကြားအပ်ပါသည်-

၁။ လျှောက်ထားသူ၏ -

(က) အမည် မြင့်မြူးအောင်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ၁၂/ဒဂတ(နိုင်)၀၅၃၁၃၁

(ဂ) နေရပ်လိပ်စာ/ တယ်လီဖုန်း အမှတ်(၁၆၂)၊ [illegible]၊ ရန်ကုန် 09-420297804

၂။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ဒေါ်ဝင်းဝင်းမြတ်

(ခ) ကုမ္ပဏီအမည် Apex Rubber International Co.,Ltd

(ဂ) လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် ဖိနပ်ချုပ်လုပ်ခြင်းလုပ်ငန်း

၃။ ပေးသွင်းမည့်ဝန်ဆောင်ခနှင့်စပ်လျဉ်း၍-

(က) လျှောက်ထားလွှာ ပုံစံအမှတ် (၆) အခွန်ကင်းလွတ်ခွင့်လျှောက်ထားလွှာ

(ခ) ဝန်ဆောင်ခနှုန်းထား(ဂဏန်းဖြင့်)ကျပ် ၁၀၀,၀၀၀

(စာဖြင့်) ကျပ် တစ်သိန်းတိတိ

(ဂ) ငွေအမျိုးအစား (ကျော်ဘက်ပါအတိုင်း)

(သက်ဆိုင်ရာဌာနခွဲမှလက်မှတ်ထိုးပေးပါရန်)

ငွေလက်ခံပေးပါရန်

(ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ- ၂ / ~~ကြီးကြပ်ရေးဌာနခွဲ~~)

ငွေလက်ခံပြီး

ကျပ် ၁၀၀,၀၀၀ (ကျပ် တစ်သိန်း

တိတိ)ကိုလက်ခံရရှိပါသည်။

ငွေစာရင်းဌာနစု

001144

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

**<u>ငွေလက်ခံရန်အကြောင်းကြားစာ</u>**

အမှတ်စဉ်- ၈                                        ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇူလိုင် လ ၂၀ ရက်

အောက်ဖော်ပြပါ လျှောက်ထားသူထံမှ သက်ဆိုင်ရာလျှောက်ထားလွှာအတွက် ဖော်ပြပါဝန်ဆောင်ခအားလက်ခံပါရန်နှင့် ငွေရပြေစာမိတ္တူတစ်စောင်ကိုဌာနခွဲသို့ ပေးပို့ပေးပါရန် အကြောင်းကြားအပ်ပါသည်-

၁။ လျှောက်ထားသူ၏-

(က) အမည် ...မြတ်ဖြိုးအောင်...

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ...[illegible]...

(ဂ) နေရပ်လိပ်စာ/ တယ်လီဖုန်း ...[illegible]... 09-420297804

၂။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ...[illegible]...

(ခ) ကုမ္ပဏီအမည် ...Apex Rubber International Co.,Ltd....

(ဂ) လုပ်ငန်းအမျိုးအစား ...CMP [illegible]...

၃။ ပေးသွင်းမည့်ဝန်ဆောင်ခနှင့်စပ်လျဉ်း၍-

(က) လျှောက်ထားလွှာ ပုံစံအမှတ် ...[illegible] လျှောက်ထားလွှာ...

(ခ) ဝန်ဆောင်ခနှုန်းထား(ဂဏန်းဖြင့်)ကျပ် ...၁၀၀,၀၀၀...

(စာဖြင့်) ကျပ် ...တစ်သိန်းတိတိ...

(ဂ) ငွေအမျိုးအစား (ကျေးဇူးပြု၍ အမှန်ခြစ်ပါ)

20/7/17

*(သက်ဆိုင်ရာဌာနခွဲမှလက်မှတ်ထိုးပေးပါရန်)*

ငွေလက်ခံပေးပါရန် [illegible]

(ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၂ / ကြီးကြပ်ရေးဌာနခွဲ)

ကျပ် ...၁၀၀,၀၀၀... (ကျပ် ...တစ်သိန်း...

တိတိ)ကိုလက်ခံရရှိပါသည်။

ငွေစာရင်းဌာနစု

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
**မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်**
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့


တယ်လီဖုန်း-၀၁-၆၅၈၁၂၈
ဖက်(စ်)- ၀၁- ၆၅၈၁၄၁


စာအမှတ်၊ မရက-၃/အ-၂၇/၂၀၁၇ (၀၀၄)
ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ် ဇူလိုင်လ ၁၁ ရက်

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Apex Rubber International Company Limited မှ CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်းအား လက်ခံကြောင်း အကြောင်းကြားခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Apex Rubber International Company Limited ၏ ၆-၇-၂၀၁၇ ရက်စွဲပါစာ

၁။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Apex Rubber International Company Limited တည်ထောင်ကာ CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အတည်ပြုလျှောက်ထားလွှာ တင်ပြလာပါသည်။

၂။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ-၃၉ အရ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် မှ စိစစ်မှုများ ပြုလုပ်ပြီးဖြစ်ပါ၍ အတည်ပြုလျှောက်ထားလွှာအား လက်ခံကြောင်းနှင့် ဝန်ဆောင်စရိတ်အား ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာနသို့ ပေးသွင်းသွားရန် အကြောင်း ကြားပါသည်။

အတွင်းရေးမှူး (ကိုယ်စား)
(ဆန်းမြင့်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

**Apex Rubber International Company Limited**
မိတ္တူကို
ကုမ္ပဏီရေးရာဌာနခွဲ
ရုံးလက်ခံ/ မျှောစာတွဲ

မြင့်မြိုးအောင်

THE REPUBLIC OF THE UNION OF MYANMAR
**MYANMAR INVESTMENT COMMISSION**
NO.1, THITSAR ROAD, YANKIN TOWNSHIP, YANGON

☎ -01-658128
🖷- 01-658141

Our ref: MIC-3/ E-27/ 2017( 004 )
Date : 11th July 2017

**Apex Rubber International Company Limited**

Subject: **Reply on Acceptance of Endorsement Application**

Reference: Apex Rubber International Company Limited Letter dated on 6-7-2017

Regarding to the captioned subject, your endorsement application form submitted dated on 6 July, 2017 is accepted by Sections-39 of the Myanmar Investment Law.

In addition, your endorsement application will be continuously informed and the service fees shall be paid on your endorsement application to Directorate of Investment and Company Administration.

Yours sincerely,

11.7.017

for Secretary
(San Myint, Deputy Director General)
for

cc: Company Division (Foreign Company)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
**မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်**
အမှတ်(၁) သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈
🖷 -၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက- ၃/န-ထွေ/၂၀၁၇( ၄၉၁ )
ရက်စွဲ၊ ၂၀၁၇ ခုနှစ် မေလ ၁၁ ရက်

အကြောင်းအရာ။ **စုံစမ်းမေးမြန်းခြင်း လျှောက်ထားလွှာဖြင့် မေးမြန်းလာခြင်းအပေါ် ပြန်လည် အကြောင်းကြားခြင်း**

ရည် ညွှန်း ချက် ။ Apex International Rubber Co., Ltd. ၏ ၃-၅-၂၀၁၇ ရက်စွဲပါစာ

၁။ လူကြီးမင်းတို့ကုမ္ပဏီမှ စုံစမ်းမေးမြန်းခြင်းလျှောက်ထားလွှာဖြင့် ၂၀၁၇ ခုနှစ် မေလ ၉ ရက် နေ့ ၌ လာရောက်တွေ့ဆုံ မေးမြန်းခဲ့သည့် CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုး ထုတ်လုပ်ခြင်းလုပ်ငန်းနှင့် စပ်လျဉ်း၍ အောက်ပါအတိုင်း ပြန်လည်ဖြေကြားအပ်ပါသည်-

(က) လုပ်ငန်းသည် အဆိုပြုချက် တင်ပြရန်မလိုဘဲ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၃၇ နှင့် အညီ အတည်ပြုလျှောက်ထားလွှာ တင်ပြလျှောက်ထားရမည့် လုပ်ငန်းဖြစ် ပါသည်။

(ခ) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၄၁ အရတားမြစ်သည့် ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းအမျိုး အစား၌ ပါဝင်မှုမရှိသည့် လုပ် ငန်းဖြစ်ပါသည်။

(ဂ) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၄၂ နှင့် သက်ဆိုင်သည့် အမိန့်ကြော်ငြာစာအမှတ် ၁၅/၂၀၁၇ ဖြင့်ထုတ်ပြန်ထားသည့် ကန့်သတ်သည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းများစာရင်း တွင် မပါဝင်သည့် လုပ်ငန်းဖြစ်ပါသည်။

(ဃ) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၄၆ အရ ခွင့်ပြုမိန့် မထုတ်ပေးမီ ကော်မရှင်မှ ပြည်ထောင်စုလွှတ်တော်သို့ တင်ပြအတည်ပြုချက် ရယူရန်လိုသည့် လုပ်ငန်းစာရင်းတွင် မပါဝင်သည့်လုပ်ငန်းဖြစ်ပါသည်။

(င) လုပ်ငန်းသည် အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်အတွက် အကျုံးဝင်သည့် ဦးစားပေး မြှင့်တင်မည့် ရင်းနှီးမြှုပ်နှံမှုကဏ္ဍတွင် ပါဝင်သည့်အတွက် မြန်မာနိုင်ငံရင်းနှီး မြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄၊ ၇၅ နှင့် ၇၇ တို့အရ ကင်းလွတ်ခွင့်၊ သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် လျှောက်ထားနိုင် ပါသည်။

(စ) ရင်းနှီးမြှုပ်နှံမည့် လုပ်ငန်းတည်နေရာသည် မြဝတီခရိုင်၊ မြဝတီမြို့နယ်၊ ကရင်ပြည်နယ် အတွင်း၌ တည်ရှိပါသဖြင့် ဇုန်-၁ ဖွံ့ဖြိုးမှုနည်းပါသော ဒေသများတွင်ပါဝင်ပြီး ဝင်ငွေခွန်ကင်း လွတ်ခွင့် ၇ နှစ် ခံစားခွင့် လျှောက်ထားနိုင်ပါသည်။

(ဆ) လုပ်ငန်းနှင့် သက်ဆိုင်သည့် ထောက်ခံချက်များ၊ လိုင်စင်များ၊ အလားတူ စာရွက် စာတမ်းများရှိက အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ ပူးတွဲတင်ပြ လျှောက်ထားနိုင်ပါ သည်။

၂။ သို့ဖြစ်ပါ၍ လုပ်ငန်းနှင့်ပတ်သက်သည့် အတည်ပြုလျှောက်ထားလွှာအား မြေအသုံးပြုခွင့် လျှောက်ထားလွှာ၊ အခွန်ကင်းလွတ်ခွင့် (သို့မဟုတ်) သက်သာခွင့် လျှောက်ထားလွှာတို့နှင့်အတူ ပူးတွဲ တင်ပြလျှောက်ထားရန် အကြောင်းကြားပါသည်။

အတွင်းရေးမှူး(ကိုယ်စား)
(စိုးမြင့်အောင်၊ ညွှန်ကြားရေးမှူး)

Apex International Rubber Co., Ltd.
မိတ္တူကို
ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

**မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်**

အမှတ် (၁)၊သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

တယ်လီဖုန်း-၀၁-၆၅၈၁၂၈
ဖက်(စ်) -၀၁-၆၅၈၁၄၁

စာအမှတ်၊ မရက-၃ / ထွေ /၂၀၁၇ ( ၇၆၇ )
ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ် စက်တင်ဘာလ၂၁ ရက်

သို့

**ညွှန်ကြားရေးမှူးချုပ်**
**ကုန်သွယ်ရေးဦးစီးဌာန**

**ညွှန်ကြားရေးမှူးချုပ်**
**အကောက်ခွန်ဦးစီးဌာန**

အကြောင်းအရာ။ **နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေတို့ အရ ထုတ်ပေးခဲ့သည့် အတည်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက်များ ပေးပို့ခြင်း**

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် အစည်းအဝေးများမှ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ခွင့်ပြုမိန့် (၃)ခုနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အတည်ပြုမိန့် (၁၀) ခုတို့အား အောက်ပါကုမ္ပဏီများသို့ ထုတ်ပေးခဲ့ပြီးဖြစ်ပါသည် -

| | | |
|---|---|---|
| (က) | Polysack Kyaukse Co., Ltd. | ၁၃၀၀/၂၀၁၇(၂၁-၆-၂၀၁၇) |
| (ခ) | Wealth Earth Knitting and Fashion Accessories Manufacturing Co., Ltd. | ၁၃၁၂/၂၀၁၇(၁၀-၈-၂၀၁၇) |
| (ဂ) | Shineland Woven and Fashion Accessories Manufacturing Co., Ltd. | ၁၃၁၃/၂၀၁၇(၁၀-၈-၂၀၁၇) |
| (ဃ) | Asdet (Myanmar) Garment Co., Ltd. | ၀၂၉/၂၀၁၇(၂၄-၇-၂၀၁၇) |
| (င) | Myanmar Bago NT Mode Garment Company Limited | ၀၃၆/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (စ) | King Kaytumati Garment Co., Ltd. | ၀၃၇/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဆ) | Young Clothing Limited | ၀၃၈/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဇ) | JABP Jiawei Myanmar Garments Limited | ၀၃၉/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဈ) | Apex Rubber International Company Limited | ၀၄၀/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ည) | Ceres Enterprise Limited | ၀၄၁/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဋ) | Hung Kiu (Myanmar) Garment Manufacturing Limited | ၀၄၂/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဌ) | Kim So Young Company Limited | ၀၄၃/၂၀၁၇(၂၀-၈-၂၀၁၇) |
| (ဍ) | Noatex Starry Myanmar Limited | ၀၄၄/၂၀၁၇(၂၀-၈-၂၀၁၇) |

၂။ သို့ဖြစ်ပါ၍ ခွင့်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက် (မိတ္တူ) ၃ စောင်နှင့် အတည်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက် (မိတ္တူ) ၁၀ စောင်တို့အား လိုအပ်သည်များကို ဆက်လက် ဆောင်ရွက်နိုင်ပါရန်အတွက် ကုမ္ပဏီများအလိုက် တင်သွင်းခဲ့သည့် အဆိုပြုချက်၊ အတည်ပြုလျှောက်ထားလွှာတို့နှင့်အတူ **ပူးတွဲ** ပေးပို့အပ် ပါသည်။

အတွင်းရေးမှူး(ကိုယ်စား)
(ဆန်းမြင့်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

မိတ္တူကို
**စီးပွားရေးနှင့် ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန**
**စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန**
**ရုံးလက်ခံ/မျှောစာတွဲ**

ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ(၂)

ရုံးတွင်းစာ

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ (၂) မှ အတည်ပြုမိန့်ထုတ်ပေးခဲ့သည့် ကုမ္ပဏီ၏ အတည်ပြုလွှာပေးပို့ခြင်းကိစ္စ**

ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ (၂) မှ ၂၀-၈-၂၀၁၇ ရက်နေ့ တွင် မြန်မာနိုင်ငံနှီးမြှုပ်နှံမှု ဥပဒေအရ Apex Rubber International Co., Ltd. ၏ CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုး ထုတ်လုပ်ခြင်း လုပ်ငန်းအား အတည်ပြုမိန့်အမှတ် ၀၄၀/၂၀၁၇ (၂၀-၈-၂၀၁၇) ဖြင့် အတည်ပြုမိန့် ထုတ်ပေးခဲ့ပြီး ဖြစ်ပါသဖြင့် သိရှိနိုင်ပါရန်နှင့် လိုအပ်သလို ဆက်လက်ဆောင်ရွက်နိုင်ပါရန် ကုမ္ပဏီ၏ Proposal၊ Endorsement နှင့် Decision တို့အား အဆိုပြုလွှာနှင့်အတူ ပူးတွဲပေးပို့ပါသည်။

(စိုးမြင့်အောင်)

ညွှန်ကြားရေးမှူး

**ကရင်ပြည်နယ်ဦးစီးမှူးရုံး**

စာအမှတ်၊ရက-၃/န-ထွေ/၂၀၁၇( ၃၆၇-၈ )

ရက်စွဲ၊ ၂၀၁၇ ခုနှစ် စက်တင်ဘာလ ၂၀ ရက်

## ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၊၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် ..............................

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် ..............................
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ် ..............................
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ..............................

(ဂ) နိုင်ငံသား ..............................

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ ..............................
..............................

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ ..............................

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) ..............................

**မှတ်ချက်။** အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် ..............................

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ..............................
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ..............................

(ဃ) နိုင်ငံသား ..............................

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ ..............................
..............................

FORM (4-A)

# ENDORSEMENT APPLICATION FORM

**To**

**Chairman**

**Myanmar Investment Commission**

Reference No:

Date: 5 July, 2017

I do hereby apply for the endorsement in accordance with the section 37 of the Myanmar Investment law by furnishing the following particulars:

1. The investor's :-
   (a) Name:.................................... Daw Thin Thin Myat ....................

   (b) Company Registration No/ID No/National Registration Card No/ Passport: 3/MaWaTa(Naing)002012.

   (c) Citizenship: Myanmar

   (d) Address/ Address of Registration Office: C/35, Bogyoke Street, 2nd Quarter, Myawaddy,Township, Kayin State, Republic of the Union Of Myanmar.

   (e) Phone/Fax/E-mail: 95978116023 apexmyawaddy@gmail.com

   (f) Type of Business (to describe in detail) **Manufacturing of footwear on CMP basis**

**Note**: The following documents need to be attached according to the above paragraph (1):-

(1) Company Registration Certificate ( Copy)

(2) ID No/ National Registration Card ( Copy) and Passport ( Copy);

2. If the investor don't apply for endorsement by himself/herself, the applicant:
   (a) Name.......................................................................................................
   (b) Name of Contact Person..................................................................................
   (If the applicant is business organization)

   Note: describe with the attachment of letter of legal representative

   (c) ID No./ No/National Registration Card No/ Passport

   (d) Citizenship..............................................................................................

   (e) Address in Myanmar...................................................................................

   (f) Phone/ Fax:................................................................................................

   (g) Email:.......................................................................................................

3. Type of business organization to be formed:-

☐ One Hundred Percent ☑ Joint-Venture (To attach the draft of JV)

☐ Type of Contractual Basis (To attach draft Contract/ Agreement)

Share Ratio (Local)........................................................ **40 %**......................

Share Ratio (Government Department/ Organization)...........................................

Share Ratio (Foreigner)....................................................**60%**.......................

4. List of Shareholder Owned 10 % of the shares and above

| No | Name of Shareholder | Citizenship | Share Percentage |
|---|---|---|---|
| 1 | Bangkok Rubber Public Co., Ltd | Incorporated in Thailand | 10% |
| 2 | Manorom Footwear Co., Ltd | Incorporated in Thailand | 50% |
| 3 | Apex World Int'l Co., Ltd | Incorporated in Myanmar | 40% |
| | | | |

5. Particulars of Company Incorporation
   (a) Authorized Capital - USD 5,100,000/-
   (b) Type of Share - Ordinary Share
   (c) Number of Shares - 5,100,000 shares

**Note:** Memorandum of Association and Article of Association of the company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

| | | |
|---|---|---|
| (a) Amount of Local Capital to be contributed | USD 2.040000 | ( million) |
| (b) Amount/ Percentage of | | |
| (c) Foreign Capital to be contributed | USD 3.060000 | |
| Total | USD 5,100,000 | |

7. Particulars of Investment Project-

(a) (a) Investment Location (s)/ Place(s) — Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myawaddy District, Karen State, Myanmar

8. Amount of Investment.........................................................................................

9. The license, Permit, Permission, and etc. of the relevant organization shall be attached if they are received.

10. Commencement of Business ☐ Yes ☑ No

If it is commenced, describe the performance of business activities:

..........................................................................................................

..........................................................................................................

..........................................................................................................

11. Describe whether other applications are being submitted together with the endorsement Form or not:

☑ Land Rights Authorization Application

☑ Tax Incentive Application

Signature of the applicant ..........................................

Name: Daw Thin Thin Myat

Title Promoter

Department/Company **Apex Rubber International Company Limited**

(Seal/Stamp)

Date: July 5, 2017

## Undertaking

I/We hereby declare that the above statements are true and correct to the best of my /our knowledge and belief.

I/We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and condition set out by the Myanmar Investment Commission.

| | |
|---|---|
| Signature of the applicant | ........................................ |
| Name: | Daw Thin Thin Myat |
| Title | Promoter |
| Department/Company | **Apex Rubber International Company Limited** |

(Seal/Stamp)

Annexure ( 1 )

# Apex Rubber International Co.,Ltd
## List of Executive of the Company

| Sr. No. | Company | Name of Executives | Citizenship & Passport No. | Address | Proposed Designation | Amount of Authories Capital | Shares-Holding (Approximately) % |
|---|---|---|---|---|---|---|---|
| | | | | | | USD | |
| 1 | Bangkok Rubber Public Co., Ltd. | Mr.Thamrong Tritiprasert | Thai AA7241094 | 27/3 KRUNGTHEP KRITHA 8, YRSK 16, HUAMAK, BANGKAPI, BANGKOK 10240 THAILAND | Managing Director | 510,000 | 10% |
| 2 | Manorom Footwear Co., Ltd. | Mr.Kittinun Panichakrai | Thai AA2615345 | 193 SOI YASUP 1 CHOM PHON, CHATUCHAK, BANGKOK 10900 THAILAND | Director | 2,550,000 | 50% |
| 3 | Apex World Int'l Co., Ltd. | Mrs.Thin Thin Myat | 3/MaWaTa(N)00 2012 | C/35,Bogyoke Street,2nd Quarter, Myawaaddy Township, Kayin State Union of Myanmar | Director | 2,040,000 | 40% |
| | | | | **Total Authorised Capital** | | 5,100,000 | 100% |

Annexure ( 2)

# Apex Rubber International Co.,Ltd
## Investment Schedule

| Sr. No. | Company | Investment Type | Amount USD |
|---|---|---|---|
| 1 | Bangkok Rubber Public Co., Ltd. | Cash | 510,000 |
| 2 | Manorom Footwear Co., Ltd. | Machine | 2,028,000 |
| | | Cash | 522,000 |
| 3 | Apex World Int'l Co., Ltd. | Building | 2,040,000 |
| | | | 5,100,000 |

Annexure ( 3-A )

# Apex Rubber International Co.,Ltd

## Machinery & Equipment List(To be Imported)

**1.Sewing Machine**

| No. | DESCRIPTION | BRAND | QTY | unit price (usd) | Total (usd) |
|---|---|---|---|---|---|
| 1 | Post Bed Single Needle Sewing machine PB1(FM-8810) | Golden wheel | 96 | 1,634 | 156,891 |
| 2 | Post Bed Double Needle Sewing machine PB2(FM-8820) | Golden wheel | 32 | 1,840 | 58,880 |
| 3 | Sewing machine ZAG(B-652 ) | MESSER | 40 | 1,191 | 47,657 |
| 4 | Computer Programming Sewing machine JUKI(1510) | JUKI | 4 | 11,154 | 44,617 |
| 5 | Computer Programming Sewing machine JUKI(1306) | JUKI | 4 | 10,411 | 41,646 |
| 6 | Flat Bed Single Needle Sewing machine FB1 (DDL-8100EH/TSIW) | JUKI | 2 | 483 | 966 |
| 7 | Sewing machine ZAG(B-652 ) | MESSER | 8 | 1,189 | 9,509 |
| 8 | Sewing machine PB1(FM-8810) | Golden wheel | 32 | 1,634 | 52,297 |
| 9 | Cylinder Bed Sewing machine (CU) (Binding) | NEWREACH | 2 | 911 | 1,823 |
| | Total | | 220 | | 414,286 |

**2.Cutting Machine**

| No. | DESCRIPTION | BRAND | QTY | unit price (usd) | Total (usd) |
|---|---|---|---|---|---|
| 1 | HDY. PALNE CUTTING M/C ( CF - 526 ) ( 30 T ) | CF - 30T ( A17 ) | 16 | 7,257 | 116,114 |
| | | | | - | - |
| 2 | HDY. SWING ARM CUTTING M/C ATOM ( 20 T ) | CF - 920(1+3) ( A2 | 6 | 5,377 | 32,263 |
| | | | | - | - |
| 3 | HDY. TRAVELING HAED CUTTING M/C ATOM ( 20 T ) | CF - 658 ( A19 ) | 8 | 10,789 | 86,309 |
| 4 | BANDNNIFF SPLITTING M/C | CF - 420 ( A64 ) | 1 | 15,106 | 15,106 |
| 5 | SKIVING M/C | CF - 132 ( B22 ) | 10 | 977 | 9,771 |
| 6 | EDGD BUFFING M/C | CF-4000 | 2 | 2,866 | 5,731 |
| 7 | HIGH FREQUENCY WEDING M/C 10 kW. | CF - 1105 ( 15 ) | 4 | 5,337 | 21,349 |
| 8 | HOT MELT (CEMENTING) M/C | CF - 110 ( A77 ) | 20 | 1,194 | 23,886 |
| 9 | HAMMER M/C | CF - 128 ( A93 ) | 12 | 1,471 | 17,657 |
| 10 | BACCKPART MODLING M/C | CF - 606C ( A37 ) | 8 | 10,229 | 81,829 |
| | Sub Total | | 87 | | 410,014 |

Annexure ( 3-B)

Apex Rubber International Co.,Ltd

Machinery & Equipment List(To be Imported)

3.Assembly Machine

| No. | DESCRIPTION | BRAND | QTY | unit price (usd) | Total (usd) |
|---|---|---|---|---|---|
| 1 | AUTO HUMID VAMP HAETING | CF - 708 ( A44 ) | 4 | 2,943 | 11,771 |
| 2 | HYD. TOE LASTING M/C | CF - 758 ( A09 ) | 2 | 22,771 | 45,543 |
| 3 | HYD. HEEL LASTING M/C | CF - 728C ( A15 ) | 4 | 11,200 | 44,800 |
| 4 | HYDRAULIC PRESS M/C (KDS -4 ) | | 4 | 20,471 | 81,886 |
| 5 | HYDRAULIC PRESS M/C (FCYM-5866 ) | | 4 | 3,743 | 14,971 |
| 6 | METAL DETECTER MACHINE | CF20 - 650 ( A10 | 2 | 5,180 | 10,360 |
| 7 | CONWAY ASSEMBLY (46 M.) | | 2 | 63,143 | 126,286 |
| 8 | BACK-PART MOLDING M/C | CF - 606C ( A37 | 4 | 10,214 | 40,857 |
| 9 | ( GC 0302 ) TOE GATHERING TAPE M/C | GC-0302 ( PAGE 4 | 4 | 751 | 3,006 |
| 10 | SLIP LAST SEWING MACHINE | CF - 600 ( B29 ) | 8 | 1,143 | 9,143 |
| 11 | UV 4 LASTER MACHINE | CF - 928 MD-UV ( | 1 | 10,220 | 10,220 |
| 12 | ( 2/UV.,8/sts ) EDGE TRIMING M/C | CF - 202 ( A73 ) | 10 | 600 | 6,000 |
| 13 | SOLE MARKING MACHINE | CF 102 | 4 | 597 | 2,389 |
| 14 | PUNCHING MACHINE | CF 106 | 4 | 480 | 1,920 |
| 15 | DOUBLE EYELET FASTENING M/C | CF 815 | 4 | 2,903 | 11,611 |
| 16 | ROUGHING MACHINE | CF 191 | 4 | 1,809 | 7,234 |
| 17 | VACUUM CLEANER | CF 118A | 4 | 497 | 1,989 |
| 18 | Direct vulcanized machine set | | 12 | 15,714 | 188,571 |
| | **Sub Total** | | **81** | | **618,557** |

## 4.Other

| No. | DESCRIPTION | QTY | unit price (usd) | Total (usd) |
|---|---|---|---|---|
| 1 | Trash Rack | 24 | 100 | 2,400 |
| 2 | Cutting Die Shelf | 24 | 337 | 8,091 |
| 3 | Tra-Hean Stand ( TRA-HEAD ) | 8 | 337 | 2,697 |
| 4 | CF-526 Stand ( CF-526 ) | 16 | 337 | 5,394 |
| 5 | Swing Arm Stand ( SWING ARM ) | 6 | 191 | 1,149 |
| 6 | HOT PRESS MACHING ( 400X400m.m.) | 2 | 2,289 | 4,577 |
| 7 | SIZE LABLE HOT PRESS MACHINE | 3 | 1,677 | 5,031 |
| 8 | QC TABLE | 32 | 411 | 13,166 |
| 9 | MULTI-PURPOSE TABLE | 32 | 609 | 19,474 |
| 10 | WORKING TABLE | 12 | 246 | 2,949 |
| 11 | MATERIAL CART | 100 | 366 | 36,571 |
| 12 | WORKING CHAIR | 192 | 46 | 8,777 |
| 13 | WORKING CHAIR | 48 | 46 | 2,194 |
| 14 | WORKING CHAIR | 48 | 46 | 2,194 |
| 15 | NIR / TOWER DRYER (HEATING OVER) | 4 | 7,629 | 30,514 |
| 16 | STEAMER MACHINE | 2 | 1,989 | 3,977 |
| 17 | STEAMER MACHINE | 2 | 1,986 | 3,971 |
| 18 | JETSETTER M/C | 2 | 1,680 | 3,360 |
| 19 | CHILL MASTER | 4 | 10,686 | 42,743 |
| 20 | SOCK PRESSING M/C | 4 | 1,069 | 4,274 |
| 21 | INSOLE TABLE | 4 | 703 | 2,811 |

Annexure ( 3-C)

# Apex Rubber International Co.,Ltd

## Machinery & Equipment List(To be Imported)

| | | | | |
|---|---|---|---|---|
| 22 | UV STERILIZER M/C | 2 | 7,629 | 15,257 |
| 23 | MARKING M/C | 10 | 7,631 | 76,314 |
| 24 | WORKING TABLE | 10 | 303 | 3,029 |
| 25 | ( 20 / line ) WORKING CHAIR | 80 | 49 | 3,886 |
| 26 | PRODUCTION LINE FENCE | 2 | 5,171 | 10,343 |
| 27 | LACE SHELF | 4 | 291 | 1,166 |
| 28 | SOCK SHELF | 4 | 460 | 1,840 |
| 29 | FOOTFORM INSERT TABLE | 4 | 200 | 800 |
| 30 | INSPECTION TABLE | 8 | 766 | 6,126 |
| 31 | Finishing TABLE | 4 | 766 | 3,063 |
| 32 | (AVG 6 /LINE) 1=50 prs LAST TROLLY | 24 | 460 | 11,040 |
| 33 | TOWER DRYER | 3 | 7,631 | 22,894 |
| 34 | CHILL MASTER(UV1) | 1 | 10,657 | 10,657 |
| 35 | MULTI-PURPOSE TABLE | 2 | 1,986 | 3,971 |
| 36 | EDGE BUFFING M/C WITH CYCLONE | 2 | 1,191 | 2,383 |
| 37 | JETSETTER M/C | 1 | 4,580 | 4,580 |
| 38 | SCREW AIR COMPRESSOR 78 KW MODEL : CPD 100 | 1 | 22,589 | 22,589 |
| 39 | POWER DRYET | 1 | 4,580 | 4,580 |
| 40 | POWER FILTER CO,PLETED SET MODEL : RSG0330X1 | 1 | 551 | 551 |
| 41 | POWER FILTER CO,PLETED SET MODEL : RSG0330XA | 1 | 551 | 551 |
| 42 | ALR RECEIVER TANK 5000 LITRES | 1 | 3,971 | 3,971 |
| 43 | UPPER TROLLY | 120 | 671 | 80,571 |
| 44 | OUTSOLE TROLLY | 80 | 517 | 41,371 |
| 45 | PACKING TROLLY | 80 | 457 | 36,571 |
| 46 | CUTTING KNIVES SHELF | 24 | 609 | 14,606 |
| 47 | JIG SHELF | 24 | 457 | 10,971 |
| | **Sub Total** | | | **600,000** |
| **Total Machinery and Equipments** | | | | **2,042,857** |

| **5.Electric system** | | | |
|---|---|---|---|
| Sr.No | **DESCRIPTION** | | **Total (USD)** |
| 1 | Electric system in office building and building 2 (production bld.) | | 214,286 |
| 2 | Electric system in building 3 (production bld.) | | 57,706 |
| 3 | Electric system in building 4 (warehouse) | | 16,071 |
| | | | |
| | Sub Total | | **288,063** |
| **6.Safty system** | | | |
| 1 | Safty system all building | | 57,704 |
| | Sub Total | | **57,704** |
| **Total Mchinery,Equipment and System Required** | | | **2,388,624** |

Annexure ( 3-D )

# Apex Rubber International Co.,Ltd

## Motor Vehicle List(To be Purchase From Local)

| 1.Motor Vehicle | | | | |
|---|---|---|---|---|
| No. | DESCRIPTION | QTY | unit price (USD) | Total (USD) |
| 1 | Fork-Lift | 1 | 23,300 | 23,300 |
| 2 | Pickup Van | 1 | 40,000 | 40,000 |
| 3 | Truck | 1 | 70,000 | 70,000 |
| Total | | 3 | | 133,300 |

Annexure ( 4)

# Apex Rubber International Co.,Ltd

## Depreciation Schedule

| Sr.No | Type of Investment | Year | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 to 20 |
| | | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD |
| I | **Depreciation (10%)** | | | | | | | | | | | |
| 1 | Building | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 | - |
| II | **Depreciation (20%)** | | | | | | | | | | | |
| 1 | Machinery | 408,571 | 408,571 | 408,571 | 408,571 | 408,571 | - | - | - | - | - | - |
| 2 | Electric & Safety system | 69,153 | 69,153 | 69,153 | 69,153 | 69,153 | - | - | - | - | - | - |
| 3 | Motor Vehicle | 26,660 | 26,660 | 26,660 | 26,660 | 26,660 | - | - | - | - | - | - |
| | **Total Depreciation** | **681,725** | **681,725** | **681,725** | **681,725** | **681,725** | **204,000** | **204,000** | **204,000** | **204,000** | **204,000** | - |

Annexure (5-A)

# Apex Rubber International Co.,Ltd
## Staff List and Salary Budget (USD)

I.Staff List Required for production

| Sr No. | Position | Department | Maximum No of Person Required |
|---|---|---|---|
| (A) Foreing Experts and Technicians Personnel Required | | | |
| 1 | Managemer | Production | 1 |
| 2 | IE | Production | 2 |
| 3 | Computer Technician | Production | 4 |
| 4 | Persinnel Assistant | Production | 1 |
| 5 | Import & Export | Production | 3 |
| 6 | Maintenance | Production | 5 |
| 7 | Planning | Production | 5 |
| 8 | General Service Officer | Production | 5 |
| 9 | Production Staff | Production | 16 |
| | Sub Total | | **42** |
| (B) Local Personnel Required | | | |
| 1 | Worker | Production | 1,160 |
| | **Sub Total** | | **1,202** |

# Apex Rubber International Co.,Ltd
## Annual Raw Material Requirement (To be Imported)

| Sr.No | Particulars | HS Code | A/U | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| Direct Material | | | | | | | | | | | |
| I | Material Used | | Unit | | | | | | | | |
| 1 | Leather | 4107190 | sq.f | | | 115,959 | 498,750 | 498,750 | 748,125 | 822,938 | 822,938 |
| 2 | Eyelet | 83081000 | set | | | 5,425,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 |
| 3 | Thread | 5401100 | core | | | 12,206 | 25,200 | 25,200 | 30,240 | 30,240 | 30,240 |
| 4 | Footform | 48239090 | pcs. | | | 1,364,000 | 2,112,000 | 2,112,000 | 2,112,000 | 2,112,000 | 2,112,000 |
| 5 | Fabric | 6005900 | M. | | | 67,813 | 175,000 | 175,000 | 262,500 | 288,750 | 288,750 |
| 6 | Shoe lace | 63079090 | pairs | | | 682,000 | 1,760,000 | 1,760,000 | 2,640,000 | 2,640,000 | 2,640,000 |
| 7 | Chemical sheet | 3920490 | sheet | | | 61,031 | 262,500 | 262,500 | 393,750 | 393,750 | 393,750 |
| 8 | Wrapping paper | 48119090 | pcs. | | | 678,125 | 1,225,000 | 1,225,000 | 1,225,000 | 1,225,000 | 1,225,000 |
| 9 | Foam | 9611000 | M. | | | 637,438 | 987,000 | 987,000 | 987,000 | 987,000 | 987,000 |
| 10 | Fabric laminated with foam | 6404200 | M. | | | 122,760 | 158,400 | 158,400 | 158,400 | 158,400 | 158,400 |
| 11 | Heat transfer logo | 4819100 | pcs. | | | 813,750 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 |
| 12 | Rubber outsole | 4802540 | prs. | | | 813,750 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 |
| 13 | Outer carton | 4821100 | pcs. | | | 169,531 | 218,750 | 218,750 | 218,750 | 218,750 | 218,750 |
| 14 | Stuffing paper | 3506100 | pcs. | | | 4,068,750 | 5,250,000 | 5,250,000 | 5,250,000 | 5,250,000 | 5,250,000 |
| 15 | Sticker | | pcs. | | | 1,356,250 | 1,750,000 | 1,750,000 | 1,750,000 | 1,750,000 | 1,750,000 |
| 16 | Cement and primer | | prs. | | | 406,875 | 525,000 | 525,000 | 525,000 | 525,000 | 525,000 |
| | Total | | | | | 16,795,238 | 34,547,600 | 34,547,600 | 35,900,765 | 36,001,828 | 36,001,828 |
| II | Price | | USD per | | | | | | | | |
| 1 | Leather | | sq.f | | | 2.60 | 2.60 | 2.60 | 2.60 | 2.60 | 2.60 |
| 2 | Eyelet | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 3 | Thread | | core | | | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| 4 | Footform | | pcs. | | | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 5 | fabric | | M. | | | 2.00 | 2.20 | 2.20 | 2.20 | 2.40 | 2.40 |
| 6 | shoe lace | | pairs | | | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 7 | chemical sheet | | sheet | | | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 |
| 8 | wrapping paper | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 9 | Foam | | M. | | | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 |
| 10 | Fabric laminated with foam | | M. | | | 1.00 | 1.20 | 1.20 | 1.20 | 1.40 | 1.40 |
| 11 | Heat transfer logo | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 12 | Rubber outsole | | prs. | | | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 |
| 13 | Outer carton | | pcs. | | | 1.16 | 1.16 | 1.16 | 1.16 | 1.16 | 1.16 |
| 14 | Stuffing paper | | pcs. | | | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 |
| 15 | Sticker | | pcs. | | | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 |
| 16 | Cement and primer | | prs. | | | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| III | Cost Used (USD) | | USD | | | | | | | | |
| 1 | Leather | | USD | | | 301,494 | 1,296,750 | 1,296,750 | 1,945,125 | 2,139,638 | 2,139,638 |
| 2 | Eyelet | | USD | | | 108,500 | 350,000 | 350,000 | 350,000 | 350,000 | 350,000 |
| 3 | Thread | | USD | | | 61,031 | 126,000 | 126,000 | 151,200 | 151,200 | 151,200 |
| 4 | Footform | | USD | | | 272,800 | 422,400 | 422,400 | 422,400 | 422,400 | 422,400 |

# Apex Rubber International Co.,Ltd
## Annual Raw Material Requirement (To be Imported)

| Sr.No | Particulars | HS Code | A/U | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| 5 | fabric | | USD | | | 135,625 | 385,000 | 385,000 | 577,500 | 693,000 | 693,000 |
| 6 | shoe lace | | USD | | | 136,400 | 352,000 | 352,000 | 528,000 | 528,000 | 528,000 |
| 7 | chemical sheet | | USD | | | 671,344 | 2,887,500 | 2,887,500 | 4,331,250 | 4,331,250 | 4,331,250 |
| 8 | wrapping paper | | USD | | | 13,563 | 24,500 | 24,500 | 24,500 | 24,500 | 24,500 |
| 9 | Foam | | USD | | | 1,529,850 | 2,368,800 | 2,368,800 | 2,368,800 | 2,368,800 | 2,368,800 |
| 10 | Fabric laminated with foam | | USD | | | 122,760 | 190,080 | 190,080 | 190,080 | 221,760 | 221,760 |
| 11 | Heat transfer logo | | USD | | | 16,275 | 21,000 | 21,000 | 21,000 | 21,000 | 21,000 |
| 12 | Rubber outsole | | USD | | | 1,057,875 | 1,365,000 | 1,365,000 | 1,365,000 | 1,365,000 | 1,365,000 |
| 13 | Outer carton | | USD | | | 196,656 | 253,750 | 253,750 | 253,750 | 253,750 | 253,750 |
| 14 | Stuffing paper | | USD | | | 40,688 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 |
| 15 | Sticker | | USD | | | 54,250 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 |
| 16 | Cement and primer | | USD | | | 122,063 | 157,500 | 157,500 | 157,500 | 157,500 | 157,500 |
| | Total | | | - | - | 4,841,173 | 10,322,780 | 10,322,780 | 12,808,605 | 13,150,298 | 13,150,298 |

Annexure ( 7 )

# Apex Rubber International Co.,Ltd
## Production and Income Statement

| Sr. No. | Particular | HS Code | Unit | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 months) | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| | **Production Line** | | | | | | | | | | |
| 1 | Cold cement 1 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 2 | Cold cement 2 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 3 | Cold cement 3 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 4 | Cold cement 4 | 6404 | Pair | 240,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 5 | DVP 1 (6 set) | 6404 | Pair | 36,000 | 18,000 | 18,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 36,000 | 18,000 | 18,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 |
| 7 | Vulcanized | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 720,000 | 720,000 | 720,000 |
| | Total | | | **1,752,000** | **936,000** | **936,000** | **1,872,000** | **1,872,000** | **2,232,000** | **2,232,000** | **2,232,000** |
| | | | | | | | | | | | |
| | **Price(Per Pair)** | | | USD | | USD | USD | USD | USD | USD | USD |
| 1 | Cold cement 1 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 2 | Cold cement 2 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 3 | Cold cement 3 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 4 | Cold cement 4 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 5 | DVP 1 (6 set) | 6404 | Pair | 3.14 | 3.14 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 3.14 | 3.14 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 7 | Vulcanized | 6404 | Pair | 3.14 | 3.14 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |
| | | | | | | | | | | | |
| | Revenue | | | USD | | USD | USD | USD | USD | USD | USD |
| 1 | Cold cement 1 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 2 | Cold cement 2 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 3 | Cold cement 3 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 4 | Cold cement 4 | 6404 | Pair | 822,857 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 5 | DVP 1 (6 set) | 6404 | Pair | 113,143 | 56,571 | 205,714 | 411,429 | 411,429 | 411,429 | 411,429 | 411,429 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 113,143 | 56,571 | 205,714 | 411,429 | 411,429 | 411,429 | 411,429 | 411,429 |
| 7 | Vulcanized | 6404 | Pair | 1,131,429 | 565,714 | 1,800,000 | 3,600,000 | 3,600,000 | 7,200,000 | 7,200,000 | 7,200,000 |
| | | | | | | | | | | | |
| | Total | | | 5,883,429 | 3,147,429 | 10,440,000 | 20,880,000 | 20,880,000 | 24,480,000 | 24,480,000 | 24,480,000 |

# Apex Rubber International Co.,Ltd

## Annual Fuel Requirement

| Particular | | A/U | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | Year 6 to 20 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Types | | | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule |
| | | | | USD | | USD | | USD | | USD | | USD | | USD |
| | Diesel | | | | | | | | | | | | | |
| 1 | Generator | Gallon | 43,834 | 131,502.86 | 79,366 | 238,099 | 150,659 | 451,976 | 150,659 | 451,976 | 185,600 | 556,800 | 185,600 | 556,800 |
| 2 | Car/Truck | Gallon | 15,000 | 45,000 | 40,000 | 120,000 | 52,000 | 156,000 | 52,000 | 156,000 | 52,000 | 156,000 | 52,000 | 156,000 |
| **Sub Total** | | | | **176,503** | | **358,099** | | **607,976** | | **607,976** | | **712,800** | | **712,800** |

1 Gallons = 3 USD

## Annual Electricity Requirement

| Particular | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | Year 6 to 20 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Types | Price/kwh | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule | Qty | Vaule |
| | | | USD | | USD | | USD | | USD | | USD | | USD |
| Electricity (3% of Sales) | 0.12 | 1,470,857 | 176,503 | 3,809,559 | 457,147 | 5,373,529 | 644,824 | 5,373,529 | 644,824 | 5,373,529 | 756,000 | 5,373,529 | 756,000 |
| **Sub Total** | | | **176,503** | | **457,147** | | **644,824** | | **644,824** | | **756,000** | | **756,000** |
| Electricity Price 1 kwh = USD 0.12 | | | | | | | | | | | | | |
| **Grand Total** | | | **353,006** | | **815,246** | | **1,252,800** | | **1,252,800** | | **1,468,800** | | **1,468,800** |

Note : The Electricity price was applied as USD 0.12/- per kwh.
: We assume that electricity service is available for 24 hours.

Annexure ( 9 )

# Apex Rubber International Co.,Ltd

## Particular Relating To Economic Justification

## Profit or Loss Budget

| Sr. No. | Particulars | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 to 7 | Year 8 to 10 | Year 11 to 20 |
|---|---|---|---|---|---|---|---|---|---|
| | | USD | USD | USD | USD | USD | USD | USD | USD |
| | **Income** | | | | | | | | |
| I. | Export Sales Income | 5,883,429 | 13,587,429 | 20,880,000 | 20,880,000 | 24,480,000 | 24,480,000 | 24,480,000 | 24,480,000 |
| | **Sub Total** | **5,883,429** | **13,587,429** | **20,880,000** | **20,880,000** | **24,480,000** | **24,480,000** | **24,480,000** | **24,480,000** |
| II. | **Cost of Goods Sold** | | | | | | | | |
| | Raw material consumption | - | 4,841,173 | 10,322,780 | 10,322,780 | 12,808,605 | 13,150,298 | 13,150,298 | 13,150,298 |
| | Salaries & Wages | 1,076,563 | 1,734,274 | 1,513,200 | 1,552,745 | 1,635,842 | 1,653,794 | 1,653,794 | 1,653,794 |
| | Direct Expenses | 1,152,399 | 1,768,719 | 2,352,125 | 2,352,125 | 2,640,125 | 2,162,400 | 2,162,400 | 1,958,400 |
| | Indirect Expenses | 1,334,264 | 2,875,064 | 4,333,578 | 4,333,578 | 5,053,578 | 4,957,765 | 4,957,765 | 4,957,765 |
| | **Sub Total** | **3,563,226** | **11,219,231** | **18,521,683** | **18,561,228** | **22,138,150** | **21,924,256** | **21,924,256** | **21,720,256** |
| III. | **Net Profit before Tax** | 2,320,203 | 2,368,198 | 2,358,317 | 2,318,772 | 2,341,850 | 2,555,744 | 2,555,744 | 2,759,744 |
| IV. | **Income Tax 25%** | - | - | - | - | - | - | 638,936 | 689,936 |
| V. | **Net Profit After Tax** | 2,320,203 | 2,368,198 | 2,358,317 | 2,318,772 | 2,341,850 | 2,555,744 | 1,916,808 | 2,069,808 |
| VI. | **CSR Program 2%** | 46,404.06 | 47,363.96 | 47,166.34 | 46,375.45 | 46,837.00 | 51,114.88 | 38,336.16 | 41,396.16 |
| VII. | **Net Profit After CSR Program** | 2,273,798.74 | 2,320,834.05 | 2,311,150.74 | 2,272,397.02 | 2,295,013.23 | 2,504,628.98 | 1,878,471.73 | 2,028,411.73 |

**ote**

:Income Tax is calculated at the rate of 25% on Net Profit after tax holidays for 7 years allowed by MIC

Annexure ( 10-A)

# Apex Rubber International Co.,Ltd

## Cash Flow Statement

All Figure in USD

| Sr. No. | Particulars | Year (Operation Period ) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| I | **Cash in Flow** | | | | | | | | | | | |
| 1 | Net Profit After Income Tax | | 2,320,203 | 2,368,198 | 2,358,317 | 2,318,772 | 2,341,850 | 2,555,744 | 1,916,808 | 2,069,808 | 2,069,808 | 2,069,808 |
| 2 | Depreciation | | 681,725 | 681,725 | 681,725 | 681,725 | 681,725 | 204,000 | 204,000 | 204,000 | 204,000 | 204,000 |
| | **Sub total** | | **3,001,928** | **3,049,923** | **3,040,042** | **3,000,497** | **3,023,575** | **2,759,744** | 2,120,808 | **2,273,808** | **2,273,808** | **2,273,808** |
| II | **Cash out Flow** | | | | | | | | | | | |
| | Investment | 5,100,000 | | | | | | | | | | |
| | Net Loss Before Income Tax | - | | | | | | | | | | |
| | **Sub total** | **5,100,000** | - | - | - | - | - | - | - | - | - | - |
| III | **Net Cash Flow** | (5,100,000) | 3,001,928 | 3,049,923 | 3,040,042 | 3,000,497 | 3,023,575 | 2,759,744 | 2,120,808 | 2,273,808 | 2,273,808 | 2,273,808 |
| | **Accumulative NCF** | (5,100,000) | (2,098,072) | 951,850 | 3,991,892 | 6,992,390 | 10,015,965 | 12,775,709 | 14,896,516 | 17,170,324 | 19,444,132 | 21,717,940 |

Recoupment Period = (1 ) Years and ( 8 ) Months

Annexure ( 10-B)

# Apex Rubber International Co.,Ltd
## Cash Flow Statement

All Figure in USD

| Sr. No. | Particulars | Year (Operation Period ) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| I | Cash in Flow | | | | | | | | | | |
| 2 | Net Profit Before Income Tax | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 |
| 3 | Depreciation | - | - | - | - | - | - | - | - | - | - |
| | Sub total | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 |
| II | Cash out Flow | | | | | | | | | | |
| | Investment | - | | | | | | | | | |
| | Net Loss Before Income Tax | | | | | | | | | | |
| | Sub total | - | - | - | - | - | - | - | - | - | - |
| I. | Net Cash Flow | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 | 2,069,808 |
| | Accumulative NCF | 23,787,748 | 25,857,556 | 27,927,364 | 29,997,172 | 32,066,980 | 34,136,787 | 36,206,595 | 38,276,403 | 40,346,211 | 42,416,019 |

Recoupment Period = (1 ) Years and ( 8 ) Months

Annxure ( 11 )

# Apex Rubber International Co.,Ltd

## Internal Rate of Return ( IRR )

USD

| Year | Net Cash Flow | 10% | | 20% | |
|---|---|---|---|---|---|
| | | DF | DCF | DF | DCF |
| 0 | (5,100,000) | 1.00 | (5,100,000) | 1.00 | (5,100,000) |
| 1 | 3,001,928 | 0.91 | 2,729,025 | 0.83 | 2,501,606 |
| 2 | 3,049,923 | 0.83 | 2,520,597 | 0.69 | 2,118,002 |
| 3 | 3,040,042 | 0.75 | 2,284,028 | 0.58 | 1,759,284 |
| 4 | 3,000,497 | 0.68 | 2,049,380 | 0.48 | 1,446,999 |
| 5 | 3,023,575 | 0.62 | 1,877,402 | 0.40 | 1,215,107 |
| 6 | 2,759,744 | 0.56 | 1,557,803 | 0.33 | 924,233 |
| 7 | 2,120,808 | 0.51 | 1,088,310 | 0.28 | 591,879 |
| 8 | 2,273,808 | 0.47 | 1,060,748 | 0.23 | 528,815 |
| 9 | 2,273,808 | 0.42 | 964,317 | 0.19 | 440,679 |
| 10 | 2,273,808 | 0.39 | 876,651 | 0.16 | 367,233 |
| 11 | 2,069,808 | 0.35 | 725,455 | 0.13 | 278,571 |
| 12 | 2,069,808 | 0.32 | 659,505 | 0.11 | 232,143 |
| 13 | 2,069,808 | 0.29 | 599,550 | 0.09 | 193,452 |
| 14 | 2,069,808 | 0.26 | 545,045 | 0.08 | 161,210 |
| 15 | 2,069,808 | 0.24 | 495,496 | 0.06 | 134,342 |
| 16 | 2,069,808 | 0.22 | 450,451 | 0.05 | 111,952 |
| 17 | 2,069,808 | 0.20 | 409,500 | 0.05 | 93,293 |
| 18 | 2,069,808 | 0.18 | 372,273 | 0.04 | 77,744 |
| 19 | 2,069,808 | 0.16 | 338,430 | 0.03 | 64,787 |
| 20 | 2,069,808 | 0.15 | 307,664 | 0.03 | 53,989 |
| | | | **16,811,630** | | **8,195,319** |

$$IRR = \text{Lower Rate} + \frac{\text{NPV of Lower Rate}}{\text{NPV of Lower Rate - NPV of Higher Rate}} \times (\text{Higher Rate - Lower Rate})$$

IRR = 10 + ( 8,195 / 8,616 ) 10

= 10 + ( 1.951 ) 10

= 10 + 19.51

= 29.51 %

Annxure ( 12 )

# Apex Rubber International Co.,Ltd

## Income Tax Contribution to Union Government During Project Life 20 Years

| Sr.No | Year | Income Tax 25% (USD) | Personal Salaries Income Tax Approximately 20% (USD) | Total (USD) |
|---|---|---|---|---|
| 1 | Year -1 | - | 321,214 | 321,214 |
| 2 | Year -2 | - | 591,429 | 591,429 |
| 3 | Year -3 | - | 678,480 | 678,480 |
| 4 | Year -4 | - | 686,389 | 686,389 |
| 5 | Year -5 | - | 767,808 | 767,808 |
| 6 | Year -6 | - | 771,399 | 771,399 |
| 7 | Year -7 | - | 771,399 | 771,399 |
| 8 | Year -8 | 689,936 | 771,399 | 1,461,335 |
| 9 | Year -9 | 689,936 | 771,399 | 1,461,335 |
| 10 | Year -10 | 689,936 | 771,399 | 1,461,335 |
| 11 | Year -11 | 689,936 | 771,399 | 1,461,335 |
| 12 | Year -12 | 689,936 | 771,399 | 1,461,335 |
| 13 | Year -13 | 689,936 | 771,399 | 1,461,335 |
| 14 | Year -14 | 689,936 | 771,399 | 1,461,335 |
| 15 | Year -15 | 689,936 | 771,399 | 1,461,335 |
| 16 | Year -16 | 689,936 | 771,399 | 1,461,335 |
| 17 | Year -17 | 689,936 | 771,399 | 1,461,335 |
| 18 | Year -18 | 689,936 | 771,399 | 1,461,335 |
| 19 | Year -19 | 689,936 | 771,399 | 1,461,335 |
| 20 | Year -20 | 689,936 | 771,399 | 1,461,335 |
| Total | | | | 23,585,469 |

Note: During the Course of Project life for 20 Years,accumulated contribution under taxes to Union Government is USD 23,585,469 /- equivalent Myanmar Kyats 32,123,409,440/-

**Remark; USD 1 = Ks 1362 (30.06.2017)**

Annexure ( 13)

# Apex Rubber International Co.,Ltd

## Corporate Social Responsibilities Funds(2% of Profit After Tax)

| Year | Fund Amount(USD) |
|---|---|
| 1 | 46,404 |
| 2 | 47,364 |
| 3 | 47,166 |
| 4 | 46,375 |
| 5 | 46,837 |
| 6 | 51,115 |
| 7 | 51,115 |
| 8 | 38,336 |
| 9 | 38,336 |
| 10 | 38,336 |
| 11 | 41,396 |
| 12 | 41,396 |
| 13 | 41,396 |
| 14 | 41,396 |
| 15 | 41,396 |
| 16 | 41,396 |
| 17 | 41,396 |
| 18 | 41,396 |
| 19 | 41,396 |
| 20 | 41,396 |
| Total | **865,347** |

Note: During the Course of Project life for 20 Years,Company proposed for using CSR Program

Amount is USD 865,347/- equivalent Myanmar Kyats 1,178,602,093/-

**Remark; USD 1 = Ks 1362 (30.06.2017)**

3

หนังสือเดินทางฉบับนี้ มี 66 หน้า
This passport contains 66 pages

ชำระค่าธรรมเนียมแล้ว
FEE PAID

Passport No.
AA7241094

บันทึก
ENDORSEMENTS

Endorsement No. 10826/59

The holder has previously travelled on Passport No. T945871 issued by Ministry of Foreign Affairs at Bangkok on SEP 2012 which has been cancelled and returned to the holder, the visas duly affixed will remain valid.

Director of Passport Division

Done at BANGKOK on 23 AUG 2016

SEE PAGE 4

MINISTRY OF FOREIGN AFFAIRS

---

Thailand
PASSPORT
หนังสือเดินทาง



| | | |
|---|---|---|
| Type / ประเภท<br>P | Country Code / ประเทศ<br>THA | Passport No. / หนังสือเดินทางเลขที่<br>AA7241094 |
| Surname / นามสกุล<br>TRITIPRASERT | | |
| Title / Name / คำนำหน้าชื่อ / ชื่อ<br>MR. THAMRONG | | |
| Name in Thai / ชื่อภาษาไทย<br>นาย ธำรง ธิติประเสริฐ | | |
| Nationality / สัญชาติ<br>THAI | Date of birth / วันเกิด<br>19 JUL 1958 | Identification No. / เลขประจำตัวประชาชน<br>3509900670426 |
| Sex / เพศ<br>M | Height / ส่วนสูง<br>1.67 | Place of birth / สถานที่เกิด<br>NAKHON SI THAMMARAT |
| Date of issue / วันที่ออก<br>23 AUG 2016 | | Issuing Authority / ออกให้โดย<br>MINISTRY OF FOREIGN AFFAIRS |
| Date of expiry / วันที่หมดอายุ<br>22 AUG 2021 | | Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง |

2

P<THATRITIPRASERT<<THAMRONG<<<<<<<<<<<<<<<<<

AA72410945THA5807190M2108221350990067042 6<70

ชำระค่าธรรมเนียมแล้ว
FEE PAID

หนังสือเดินทางฉบับนี้ มี ๖๖ หน้า
This passport contains 66 pages

Passport No.
AA2615345

รายการบันทึก
ENDORSEMENTS

Endorsement No. 14989/56

The holder has previously travelled on Passport No. P 877761 issued by Ministry of Foreign Affairs at Bangkok on 05 JAN 2010 which has been cancelled and returned to the holder, the visas duly affixed still remain valid.

Director of Passport Division

Done at BANGKOK on 13 NOV 2013

SEE PAGE 4

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Thailand
PASSPORT
หนังสือเดินทาง



| | |
|---|---|
| Type / ประเภท | P |
| Country Code / ประเทศ | THA |
| Passport No. / หนังสือเดินทางเลขที่ | AA2615345 |
| Surname / นามสกุล | PANICHAKRAI |
| Title / Name / คำนำหน้าชื่อ / ชื่อ | MR. KITTINUN |
| Name in Thai / ชื่อภาษาไทย | นาย กิตตินันท์ พานิชไกร |
| Nationality / สัญชาติ | THAI |
| Date of birth / วันเกิด | 27 SEP 1974 |
| Identification No. / เลขประจำตัวประชาชน | 3100500247050 |
| Sex / เพศ | M |
| Height / ส่วนสูง | 1.65 |
| Place of birth / สถานที่เกิด | BANGKOK |
| Date of issue / วันที่ออก | 11 NOV 2013 |
| Issuing Authority / ออกให้โดย | MINISTRY OF FOREIGN AFFAIRS |
| Date of expiry / วันที่หมดอายุ | 10 NOV 2018 |
| Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง | Kittinun Panichakrai |

2

P<THAPANICHAKRAI<<KITTINUN<<<<<<<<<<<<<<<<<<<<
AA26153450THA7409277M1811102310050024705 0<30



နိုင်ငံသားစိစစ်ရေးကတ်ပြား

အမှတ် ၇ ........ ၀၀၂၀၁၂

ရက်စွဲ 29 AUG 2006

အမည် ဒေါ်သင်းသင်းမြင့်

ဖခင်အမည် ဦး...

မွေးသက္ကရာဇ် ...

လူမျိုး/ဘာသာ ဗမာ / ဗုဒ္ဓ

ကိုင်ဆောင်သူလက်မှတ် အရပ် ၅' ၃" သွေးအုပ်စု ...

ထင်ရှားသည့်အမှတ်အသား ...



အမှတ်စဉ် H688540

သက်သေခံကတ်ပြားအမှတ် MWI ...

အလုပ်အကိုင် ကုန်သည်

နေရပ်လိပ်စာ ...

လက်ဝဲလက်မှတ်

ထိုးမြဲလက်မှတ် ...

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး/ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကို အသက်( ) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်းခံရမည်။

**Bangkok Rubber Development Center Co., Ltd**
**Minutes of Board of Directors Meeting 4/2017**

The Meeting was convened at the Company Office, 611/40 Soi WatchanNai, Charoenkrung Rd., Bangklo, Bangkorlaem, Bangkok, on 27 April 2017 and was attended by 4 Directors (the Company has 6 Directors) which constituted the quorum.

..........................................................................................................................................................

**The Meeting began at 13:30 hours.**

After the Directors' attending the Meeting and constituting the quorum, Mr.Kittinun Panichakrai Director, was appointed the Chairman of the Meeting who subsequently made remarks declaring the opening of the Meeting and carried out the Meeting in accordance with the following agendas:

1. **Confirming Minutes of Board of Directors Meeting, 3/2017:**

The Chairman made a motion proposing the Minutes of Board of Directors Meeting, 3/2017, convened on 18 April 2017, to the Meeting for consideration on the confirmation.

The Meeting, after taking the matter into their considerations, passed a unanimous resolution confirming such Minutes of Meeting.

2. **Considering Matter on the Joint Venture in Establishing APEX INTERNATIONAL RUBBER CO.,LTD. in Myanmar:**

The Chairman made his statements to the Meeting in respect of the matter that as the company wishes to enter into a joint venture agreement with Manorom Footwear Co., Ltd and Apex World Int'l Co.,Ltd. to establish APEX INTERNATIONAL RUBBER CO., LTD in Myanmar, the purpose is to operate a shoe factory for export. As described below.

Name of the New Company: APEX INTERNATIONAL RUBBER,
- Factory Location: Myawaddy Industrial Free Trade Zone,
- Registered Capital: USD 5,100,000
- Par: USD 1
- Investment Proportion
  - Manorom footwear Co.,Ltd 50 % = USD 2,550,000
    - Investment in cash : USD 490,000
    - Investment on machines and equipment
      In total amount of USD 2,060,000
  - Bangkok Rubber Development Center Co.,Ltd. 10% = USD 510,000
    - Investment in cash : USD 510,000
  - Apex World Int't Co.Ltd 40% = USD 2,040,000

    **Apex world** shall be buildings two factory buildings 30 × 60 m., one factory building 30 × 30 m and one office building 18 × 30 m Include fence, road and

infrastructure except electricity system. Apex world shall have to transfer ownership of all the factory buildings and the office building to **Apex International Rubber Co.,Ltd.**

- Objective: To manufacture shoes for exports.

In this respect, the Company assigned Gen. Chernchai Pinijsutapoch and Mr.Kittinun Panichakrai, Directors to be the Authorized Persons to sign the Joint Venture Agreement in incorporating the company in Myanmar, the matter was therefore proposed to the Meeting for considerations.

The Meeting, after taking the matter into considerations, was of the views that the joint venture on incorporating the company in Myanmar in order to carry out business in manufacturing shoes for exports would be the supports of the operations of the companies in PAN Group which would be beneficial to the Company. For such reason, the Meeting therefore rendered a unanimous resolution giving the approval to the Company to enter into the Joint Venture Agreement with APEX WORLD INT'L CO., LTD., with the investment in the amount of USD. 510,000 in accordance with the details proposed by the Chairmanand assigning

That Gen. Chernchai Pinijsutapoch holding Passport No. Z571150 and Mr.Kittinun Panichakrai holding Passport No.AA2615345 Directors to be the authorized signatories in entering into such Joint Venture Agreement.

That Mr.Thamrong Tritiprasert holding Passport No. AA7247094 be authorized to represent our Company acting as Director in the new Company.

That the following person will become the Authorized Person for represent our Company to conduct various transactions involving the establishment of a joint venture to operate a shoe factory according to the joint venture agreement

Mr.Thamrong Tritiprasert holding Passport No. AA7247094
Mr.Somyot Sattapium holding Passport No. AA2655168
Miss Paiyada Chinvetchakitvanich holding Passport No. AA1865099

3. **Considering Other Matters, (if any):**

After the Meeting attendees had no other agendas to be proposed to the Meeting, the Chairman made his remarks expressing his appreciation to all Directors attending the Meeting and declared the Meeting adjourned 15.00 hours.

Mr.Kittnun Panichakrai

.....................................

(Mr.Kittnun Panichakrai)
Meeting Chairman

CERTIFIED CORRECT COPY

(Translation)

No. SorJor 2001669

(Official Emblem)

Department of Business Development, Ministry of Commerce

# CERTIFICATE

This is to certify that this company has been registered as a juristic person under the law on Public Limited Company, on 27 May 1994, Registration No. 0107537001862 (Previous No. BorMorJor.433), as appeared in the particulars of the registration documents of the juristic person on the date of issue of this certificate as follows:

1. Name of the Company: Bangkok Rubber Public Company Limited

2. The company has 9 directors according to the following name list:

    1. Lt.Gen. Thamrongrat Keowkarn
    2. Mr. Prasert Chulthira
    3. Mr. Pratheep Bumroongvitayapan
    4. Thamrong Tritiprasert
    5. Gen. Chernchai Pinijsutapoch
    6. Mr. Watana Yuckpan
    7. Miss Ravadee Tongwongcharoen
    8. Mrs. Nuchanart Thammanomai
    9. Mr. Kittinun Panichakrai/

3. The number(s) or name(s) of directors who is/are authorized to sign on behalf of the Company is/are: two directors who jointly sign names and affixes the seal of the Company./

4. Capital: The registered capital is fixed at 4,928,676,260.00 Baht /

   (Four billion nine hundred twenty-eight million six hundred seventy-six thousand two hundred sixty baht only)

   Paid-in capital: 1,634,571,650.00 Baht/

   (One billion six hundred thirty-four million five hundred seventy-one thousand six hundred fifty baht only)

5. The head office is located at No. 611/40, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis./

6. The Public Limited Company bears 39 objectives as appeared in the attachment of this certificate in 7 sheets which duly signed and certified by the Registrar and duly affixed with the official seal of Department of Business Development.

(Translation)

(Official Emblem)

01669

Department of Business Development, Ministry of Commerce

# CERTIFICATE

Issued on 29 August 2016

-Signature-
(Miss Kornchanok Chanchiewkopkit)
Registrar
(Official Seal Affixed)

Particulars which should be known of this juristic person are as follows:
Particulars which should be known:

1. In case the company has been registered in Stock Exchange of Thailand, the directors and executive officers are required to have qualification and no prohibitions according to The Securities and Exchange Act B.E. 2535(A.D 1992), please check the particulars at The Office of The Securities and Exchange Commission.

2. The former name of the Company was Bangkok Rubber Co., Ltd., Registration No. 541/2517, and has been registered changing into Public Limited Company on 27 May 1994./

3. This juristic person has submitted its financial statement for the year 2015.

4. This certificate certified only the wordings brought for registration for legal purpose by the Partnership / Company; in order to determine its status, facts should be sought after.

4. The Registrar may revoke the registration if the registered substantial contents are found to be incorrect or false.

No. 354028 1 SEP 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(Miss Nonthaphan Prateepusanond)
Diplomatic Service Officer
Professional Level
Ministry of Foreign Affairs of Thailand

The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการ...

Certified Correct Translation

1902952

(Translation)

Issued on 29 August 2016

Registered on 27 May 1994

The copy attached to the certificate
- Signature-
Registrar
*(Official Seal Affixed)*
Microfilm

Jor. 002

BorMorJor 433



Document attached the application No. ..........

Objectives of Bangkok Rubber Public Company Limited

The copy attached to the certificate
Registrar
*(Official Seal Affixed)*

Objective of the company have 39 items as follows;

BorMorJor 433

1. To engage in business of factories to manufacture the following products;

1.1 Products made of leathers and artificial leathers, products of rubbers, awnings, plastic awnings, sponges and plastic products such as shoes, bags, belts and other leather utensils

1.2 Products made of textiles such as all kinds of wearing apparels, costumes, men's, women's and child's clothing, readymade garments, readymade pants, skirts, men's underwear, women's underwear and child's underwear, towels, handkerchiefs, hats, neckties, socks and stockings

1.3 Rubber products, awnings, plastic awnings, sponges, leatherworks, sporting goods, ironware, aluminium, plastics, papers and/or other products made of mentioned materials whether in condition of raw materials or readymade

1.4 Rubber products, rubber latex, rubber sheets, latex or other rubbers which made of any part of the rubber trees including neoprene, artificial materials and materials or such products made by science process

1.5 Machineries, engines, laboursaving devices, moulds, ironware, machine tools, typewriters, calculators, accounting machines, computers, electric generators, electric appliances, refrigerators, air-conditioners, fans, electric rice cookers, electric irons, heaters, coolers, kitchen wares, iron wares, copperwares, brassware, sanitary ware, hardware, furniture, all kinds of cars, bicycles, motorcycles, planes, trains and other all kind of vehicles, motorboats (hydroplane), helicopters, aerodrones, jetpacks, boats whether they run in any way, all kind of electric appliances and tools, temperature controllers and equipment used for industrial works, security tools, tools and equipment for making aerial and land maps, meteorological instruments, laboratory instruments, fishing equipment & tools, instruments for cruising and aircrafts, all kind of communication tools and electronics, elevators, escalators, security doors, including spare parts, components and equipment of the above-mentioned devices

(Translation)

Issued on 29 August 2016

Registered on 27 May 1994

...rJor. 002

BorMorJor 433

The copy attached to the certificate
- Signature-
Registrar
*(Official Seal Affixed)*
Microfilm



Document attached the application No. ..........

Objectives of Bangkok Rubber Public Company Limited

Objective of the company have 39 items as follows;

BorMorJor 433

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Registrar
*(Official Seal Affixed)*

1.6 Products used for supporting advertisement of such products such as models and other equipment concerned

1.7 Costume products made of textiles, rubbers, leathers, glass, metal and plastic such as necklaces, bracelets, rings, brooches, buttons, buckles, key rings, clothes-hangers

1.8 Consume products such as all kinds of cosmetics for men, women and child, perfume, soap, toothpaste, toothbrush, shampoo, dry cleaning solution and other detergents, and other consumer goods

1.9 Products of all kinds of cotton fabrics, fur and nonwoven as well as textiles

1.10 Materials and equipment, construction materials, tools and devices for construction, household and office, furniture, durable articles, all kinds of mechanic 's tools, color, painting tools, all kinds of building decorations and agricultural equipment, fertilizer and all kinds of agricultural products

1.11 Cow's milk products, e.g. powdered milk, modified cow's milk, flavored milk, butter, cheese, cream, ghee as well as food colors, food additives, food flavor enhancer and seasoning, and fresh foods, dried foods, canned foods whether foods from meat or vegetables, including coffee, cocoa as well as all kinds of animal feeds and other consumer products

1.12 Rice products, rice, cassava, cassava product, corn, sesame, bean, pepper, flax, cotton, kapok, castor bean, wood, tobacco leaves, rubber, vegetable, fruit, seeds, plant varieties, spices, sugar, animal feeds, other grain, all kinds of agricultural products and herbicides and pesticides

1.13 Gold, copper alloys, silvers, diamonds, gems, and other jewelries as well as artificial materials of such products

1.14 Stationeries, textbooks, printed forms, books, educational equipment, calculators, printers, printing equipment, printed matters, newspapers, filling cabinets and all kinds of office equipment

The copy attached to the certificate
- Signature-
Registrar
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BorMorJor. 002

Registered on 27 May 1994

BorMorJor 433

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Objectives of Bangkok Rubber Public Company Limited

Objective of the company have 39 items as follows;

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1.15 Food products such as ready-to-eat food and fresh food packed in bottle, can/other containers as wel as spices, canned foods, seasonings, food ingredients, fresh foods, dried foods, all kinds of beverages and other consumer products, including raw materials used for production of the above-mentioned beverages

1.16 Products of medicines and medicaments, medical supplies, chemical supplies, medical instruments and devices, and medical kits as well as stimulant

1.17 Products of cosmetics and beauty equipment as well as products made of synthetic fabrics, e.g. wig

1.18 Products of medical instruments and devices for medical treatment, electronic devices, medical and industrial linear accelerator, equipment and devices for medical and industrial experiments, and equipment and devices for disable persons

2. To engage in business of production to order corresponding to the objectives item (1) to individual, groups of persons, juristic persons, authorities, governmental organizations.

3. To engage in business of buying, sale, distribution, sale with right of redemption of goods and products within Thailand or importing to the Kingdom, or exporting to sell abroad upon the above-mentioned products in item1.

4. To engage in business of being a contractor to construct, design and draw construction and all kinds of engineering works, including being a counselor in the field of technique or others of the same nature, building construction, commercial buildings, residential buildings, offices, roads, bridges dams, tunnels and all kinds of constructions as well as civil works.

5. To engage in business of advertisement, advertising plan, design, giving practical counsel, and operating all kinds of advertising businesses.

6. To establish, own and operate the businesses of purchase, sale, rental, composition, decoration, management and operation of industrial factory, hotels, residences, restaurants, theatres and other amusements, weekend-houses, stadiums and swimming pools.

Pd

(Translation)

Issued on 29 August 2016

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Registrar
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Registered on 27 May 1994

orJor. 002

BorMorJor 433



Document attached the application No. ........

Objectives of Bangkok Rubber Public Company Limited

Objective of the company have 39 items as follows;

BorMorJor 433

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Registrar
*(Official Seal Affixed)*

7. To engage in business of providing knowledge and/or educating in beauty, beautification, make-up as well as walking fashion, and establishment of a school for such business.

8. To ship products, passengers, or engage in all kinds of tourist guide businesses via vehicles by waterwa , by land and by air whether in the country and the foreign country, or be a shipping agent for purchase of vehicles used for shipping, and equipment of tourist guide, selling ticket as well as any action concerning such matters, e.g. reservation of freight, ships, cars, trains and other vehicles, packaging, products importing, products exporting, providing accommodations, hotels, and providing the service of passport and visa application under the official regulation, including service of unloading products following Customs formality and loading all kinds for transportation.

9. To bid or make any contract with government authorities concerning contracting for the construction, public works, survey works, exploring mineral sources, establishment of Industrial Estate and other works under the company objectives.

10. To engage in business of rice farming, gardening, crop-farming, salt-farm, lumbering, rubber plantation, animal husbandry and stockyard.

11. To engage in business of rice mill, sawmill, wood planning and baking factory, coachwork factory, ceramics and porcelain manufacturing, pottery factory, plant drying factory, flax extraction factory, oil extraction factory, paper factory, sack factory, weaving factory, thread factory, dyeing and printing pattern factory, producing and retreading tires factory, steel factory, smithy and metalloid factory, zinc factory, instant food factory, sugar factory, plastic equipment factory, metal rolling and foundry factory, doors and windows factory, glass factory, beverage factory, retread tires factory and car assembly factory.

12. To engage in business of printing house, printing book, printing for distribute and issuing newspapers.

13. To engage in business of rock blasting and rock crushing.

14. To engage in business of quarry, smelter, mineral separation, mineral transformation, mineral casting, mineral dressing.

(Translation)

Issued on 29 August 2016

Registered on 27 May 1994

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…Jor. 002

BorMorJor 433



Document attached the application No. ........

Objectives of Bangkok Rubber Public Company Limited

The copy attached to the certificate
Registrar
*(Official Seal Affixed)*

Objective of the company have 39 items as follows;

BorMorJor 433

15. To engage in business of foreign currency exchange in all currencies (with permission from the Ministry of Finance).

16. To engage in business of haircut, hairdressing, make-up, dressmaking and laundry.

17. To engage in business of photography, processing, printing and enlarge photographs including documents

18. To engage in business of filmmaking and film distribution.

19. To engage in business of fuel stations and providing service of repair, maintenance, monitoring, infusion and spraying rustproofing for all kinds of vehicles as well as installation, checking and modifying all kinds of disaster protection equipment.

20. To engage in service business of collecting, publishing and disseminating statistics of agriculture, industry, finance and marketing, commerce, computer data, including analysis and evaluation of business operations.

21. To engage in business of private hospital, clinic, patient treatment, providing the teaching and training academic medicine and public health care.

22. To engage in business of establishment of industrial factory, bonded warehouse, silo, port, airport, transport station, garage and factory of making, repairing all kinds of vehicles.

23. To engage in business and operate business of renting and fixing machineries, cars, buildings, houses, models, furniture, equipment and utensils.

24. To give an advice and set up company, partnership, Registered Ordinary Partnership and incorporations, service of registrations, as well as giving advices, and operating on all kinds of businesses, including contact or submission of applications upon government authorities concerned with compensation required.

25. To give an advice for management, operation in administration, laws, planning projects, finance, accounting, marketing, engineering, architecture, commerce, process, manufacturing, marketing and distribution, work planning, personnel, management, production planning and control as well as method of import and export with compensation required.

Pd

The copy attached to the certificate
- Signature-
Registrar
*(Official Seal Affixed)*
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Document attached the application No. ..............

Objectives of Bangkok Rubber Public Company Limited

Objective of the company have 39 items as follows;

BorMorJor 433

The copy attached to the certificate
Registrar
*(Official Seal Affixed)*

26. To serve for hire and appointment to be a trustee taking care of benefit, collecting benefit, managing in property and benefit of investment to persons or juristic persons whether within and outside the Kingdom.

27. To borrow money, lend money, overdraw from accounts whether securities are provided or not, or become a guarantor to perform pledges and accepting pledges, mortgaging whether immovable properties or movable properties, and accepting mortgage of properties as security for employment of employees, accepting mortgage as security for liquidation of the company, selling on consignment of the company properties for its business benefit, and g rantee or become a guarantor for persons or juristic persons or for these persons or juristic persons shall comply with contractual obligations, especially customers, persons and other juristic persons who contact appropriately the company except engaging in business of credit foncier.

28. To endorse promissory note, draft, bill of exchange and other instruments and documentary evidence of any obligations and having authority to liquidation on such document; for benefit of the company.

29. To guarantee for debts, liabilities or contractual obligations or guarantee of persons whether natural persons or juristic persons with or without guarantor or mortgage securities; and guarantee of the entry of alien persons concerning the business of the company pursuant to the Immigration Act, Revenue Code and Labour Legislation: and bail request in criminal case or request for provisional release to the court, or giving person bail or properties against competent official pursuant to legal provisions.

30. To be agent, representative, commission agent of commercial businesses and all kinds of businesses whether within and outside the Kingdom (except insurance business in finding members for the association and securities brokerage) and appointment of representative and agent for commercial businesses under the company o ctives.

31. To petition nomination to buy or obtain by other means for acquirement of share subscription, stock, bond, government security or other securities issued by government organization, municipal organization, local organization or person, a group of persons and other juristic persons (which is not securities trading).

Pd

Document attached the application No.

Objectives of Bangkok Rubber Public Company Limited

Objective of the company have 39 items as follows;

BorMorJor 433

The copy attached to the certificate
Registrar
*(Official Seal Affixed)*

32. To buy, sell, exchange, acquire, mortgage, pledge, accept pledge, sell with right of redemption, hire-purchase, lease, make, build, set up, repair, modify, change, rent, rent out, import from abroad, export to abroad, or trade by other means of buildings, homes, houses, factories, machineries, but that doesn't mean finance and credit foncier businesses.

33. To request, buy, transfer, be transferred, register or acquire by other means, and manage patent, rights of patent, license, concession, invention, copyright, trademark or similar things; rights of marketing process and other methods which may benefit or be advantage according to the company objectives to the company, or rent out or permit or concede a privilege to engage in business of the above-mentioned rights.

34. To hold shares of other limited company or public limited company, or become a partner of limited liability in juristic person limited partnership, or participate in organization, union, association or other private and official trade associations inside and outside the Kingdom whether the objectives are corresponding each other or not; and control the businesses of juristic persons.

35. The company can issue shares with higher rate than the share value set.

36. To take on loan or guarantee of payment by appropriate measures of the company; have any encumbrances on whole or partial properties of the company (both present and future).

37. To sell or distribute, transfer the whole or partial, by other means, company businesses for compensations which the company shall be appropriate.

38. To set up branch(es) or representative office(s) in Thailand or other countries, and regulate that branch(es) or representative office(s), and also abolish that branch(es) or representative office(s).

39. To set up laboratory in order to operate or run a business concerning analysis, research, experiment and research works to anyone with payment required.

(Translation)

OFFICIAL EMBLEM

No. SorJor.2 020522

Company and Partnership Registration Office, Bangkok Metropolis
Department of Business Development, Ministry of Commerce

# LETTER OF CERTIFICATE

This is to certify that this company has been registered according to the Civil and Commercial Code on 6th December 1994 under with its registration No. 0105537143843. The following statements appear in the particulars of documentary registration as of the date of issue:

1. Name of Company: BANGKOK RUBBER DEVELOPMENT CENTER CO., LTD.

2. The company have 6 directors as specified in the name list as follows:

| | | | |
|---|---|---|---|
| 1. Mr. Prasert | Chulthira | 2. Mr. Thamrong | Thitiprasert |
| 3. Mr. Kittinun | Panichakrai | 4. Gen. Chernchai | Pinijsutapoch |
| 5. Mrs. Nutchanart | Thammanomai | 6. Miss Ravadee | Tongwongcharoen./ |

3. Number or name of director who is authorized to sign and bind the Company: Two directors jointly sign and affix the company seal./

4. Registered capital is Baht 10,000,000.00/Ten million Baht only./

5. Head office is located at No. 611/40, Wat Chan Nai Alley, Charoenkrung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis./

6. The objectives of this company limited contain 26 items as appeared in copies of documents attached hereto 3 pages, bearing signature of the registrar who certifies these documents, along with the seal of Company and Partnership Registration Office.

Issued on the 27th April 2017
-Signature-
(Mrs. Mnathsslil Praserithsud)
Registrar
(OFFICIAL SEAL AFFIXED)

Caution: User should check "For Your Information" at the end of this Certificate every time.

**OFFICIAL EMBLEM**

No. SorJor.2 020522

Company and Partnership Registration Office, Bangkok Metropolis
Department of Business Development, Ministry of Commerce

# LETTER OF CERTIFICATION

Remark: in support of letter of certification No. SorJor.4 037340

1. The previous name of this company was Mae sot maharacha Co., Ltd., and has later been changed its name to "Bangkok Rubber Development Center Co., Ltd." on 31st October 2001./
2. This juristic person has already submitted its financial statement of 2015.
3. This certificate certifies only the statement registered by the partnership/company for legal result only. Facts should be searched for considering the status.
4. The registrar may revoke the registration, if it is found that the essential content of registration is incorrect or false.



Chumchai Pini

BorJor.2 020522 Issued on 27th April 2017

This document is an annex of certificate

-Signature-
Registrar

(Official Seal)
Department of Business Development
Ministry of Commerce
BorJor.3160/2537

Registration No. BorKor. 3023/2537
The company has 26 objectives as following:

(1) Purchase, supply, obtain, rent, hire-purchase, own, possess, improve and manage (in any methods) of assets including yields of the assets;

(2) Sell, transfer, mortgage, pledge, exchange and dispose of assets (in any methods);

(3) Act as a broker, agent, trade agent in all types of activities and business, excluding insurance business, procuring members for associations and trading securities;

(4) Borrow money, overdraft from bank, juristic persons or other financial institutions and lend money or provide credits in any other methods, with or without securities as well as accept, issue , transfer and endorse bill of exchange or other transferable instruments except for banking, finance and Credit Foncier;

(5) Establish for regional offices and appoint representatives in bounds and out bound.

(6) Become a limited liability partner of ordinary partnership and limited partnership or shareholder of other company limited and public company limited;

(7) Conduct business on manufacturing plant of shoe sole moulds, shoe upper part, shoes, shoe sole, sponge insole- shoe lifts and shoe accessories;

(8) Conduct business on dyeing factory, leather factory, fabric and leather pattern factory, instant food factory, beverage factory and plastic utensil factory;

(9) Conduct business on paper factory, printing factory, book printing, publish books for distribution and publish newspapers;

(10) Conduct business on trading of rice, maize, cassava, cassava pellets, coffee, cashew nut, peanuts, sesame, castor beans, palm oil, jute, cotton, wool, crops and their products; wax, leather, horn, wood, minerals, rubber, latex, rubber, plastic or other types of rubber products manufactured or derived from any part of the rubber trees, herbs and other agricultural crops of any kind;

No. SorJor.2 020522 Issued on 27th April 2017

| |
|---|
| This document is an annex of certificate<br><br>-Signature-<br>Registrar |

(Official Seal)
Department of Business Development
Ministry of Commerce

Registration No. ......................................

The company has 26 objectives as following:

(11) Conduct business on trading of vegetables, fruit, asparagus, pepper, vegetable, tobacco, beverages, drinking water, mineral water, fruit juices, fresh food, dry food, ready meals, canned seafood, canned food, seasonings, sauces, sugar, vegetable oil, animal feed and other foodstuffs.

(12) Conduct business on trading of fabrics, synthetic woven fabrics, thread, elastic thread, nylon, polyester, yarn, apparel, garment, clothing, jewelry, socks, stockings, leather products, shoes, bags, other consumer goods, textile and sport equipment;

(13) Conduct business on trading of hardware, home products, furniture, glassware, kitchenware, refrigerators, air conditioners, air purifiers, fans, air blower, electric rice cooker, electric iron, heater, cooler, microwave, electric appliances, electrical equipment including spare parts and accessories of such products;

(14) Conduct business on trading of construction materials, equipment and tools used in construction, tools of all types, paints, painting tools, decor, ironware, copperware, brassware, ceramics, sanitary ware, plumbing equipment, including spare parts and accessories of such products;

(15) Conduct business on trading of machinery, engines, machine tools, leverage tools, vehicles, generators, water pumps, water treatment and waste disposal equipment and parts and accessories of such products;

(16) Conduct business on trading of drugs, medicines, pharmaceutical products, chemical products, medical instruments, scientific equipment, fertilizers, pesticides, plant and animal nutrition of all kinds;

(17) Conduct business on trading of paper, stationery, textbooks, printing, books, teaching materials, photographic and film equipment, calculators, printers, printing equipment, publications, newspapers, cabinets, office equipment, communication equipment, computers and parts and accessories of such products;

SorJor.2 020522 Issued on 27th April 2017

This document is an annex of certificate

-Signature-
Registrar

(Official Seal)
Department of Business Development
Ministry of Commerce

The company has 26 objectives as following:

(18) Conduct business on trading of thermoplastics, plastic or other similar products in raw or finished state;

(19) Conduct business on trading of synthetic rubber, artificial materials or products by the scientific method;

(20) To import and export products as prescribed in the Objectives;

(21) Conduct business on providing consultancy and advise on problem relating to administrative, commercial, engineering, industrial, environmental, production, marketing and distribution aspects;

(22) Conduct business on providing service on collecting, gathering, preparing, publishing and disseminating agricultural, engineering, industrial, commercial, financial, marketing information including conduct business analysis and assessment;

(23) Conduct business on acting as administrator and fiduciary of benefits and interests and assets of clients;

(24) Establish scientific laboratories to offer service relating to analysis, study, research and development of inventions and research on various aspects for any individuals in exchange for compensations;

(25) Import into Thailand for distribution and export for distribution in overseas countries for goods in accordance with the specified objectives;

(26) Conduct business on hire of work in accordance with objectives for local and overseas individuals, group of individuals, juristic persons, government sector and organizations;



Charnchai

(Translation)

(Official Emblem) Department of Business Development
Ministry of Commerce

No. 1-1002-60-4-016250 Date of issue: 27th April 2017

Form: BorOrJor.4

QR Code

## Amendment of Registration Particulars and/or Special Resolution

**Bangkok Rubber Development Center Co., Ltd.**

**Registration No. 0105537143843**

The particulars have already been amended in the registration, totally 2 items, as follows:

1. A special resolution has been passed to increase the Company's capital amounted to ninety million baht (90,000,000) by issuing new ordinary shares totally nine hundred thousand shares (900,000) shares with the par value of one hundred baht (100);

2. To amended the company's director, as follows;
   - 3 new directors have been appointed (the details of which appear in Form: A.), namely:

     (1) Gen. Chernchai Pinijsutapoch

     (2) Mrs. Nutchanart Thammanomai

     (3) Miss Ravadee Tongwongcharoen

   - Retried director, namely:

     -None-

(Signed): -Signature- Director requesting for registration
(Mr. Prasert Chuntheera)

Page 1 of 1 Page
Annexed to the application No. 10022600427003I

(Signed) ........................ Registrar
( Mrs.Chmiphr Tharadl )

**Manorom Footwear Co.,Ltd.**
**Minutes of Board of Directors Meeting 2/2017**

The Meeting was convened at the Company Office, 225 Village No. 3, Khoongsamphao Sub-District, Manorom District, Chainat Province, on 26 April 2017 and was attended by 3 Directors (the Company has 5 Directors) which constituted the quorum.

******************************************************************************

**The Meeting began at 09 :30 hours.**

After the Directors' attending the Meeting and constituting the quorum, Mr. Tasana Neamtang, Managing Director, was appointed the Chairman of the Meeting who subsequently made remarks declaring the opening of the Meeting and carried out the Meeting in accordance with the following agendas:

1. **Confirming Minutes of Board of Directors Meeting, 1/2017:**

   The Chairman made a motion proposing the Minutes of Board of Directors Meeting, 1/2017, convened on 31 March 2017, to the Meeting for consideration on the confirmation.
   The Meeting, after taking the matter into their considerations, passed a unanimous resolution confirming such Minutes of Meeting.

2. **Considering Matter on the Joint Venture in Establishing APEX RUBBER in Myanmar:**

   The Chairman made his statements to the Meeting in respect of the matter that, as the Company entered into a joint venture agreement with Apex World Int'l Co.,Ltd. to establish APEX INTERNATIONAL RUBBER CO., LTD. In Myanmar dated September 10, 2014. Since the parties wish to change the registered capital of the Company and proportion of the new shares are held by a new shareholder, Bangkok Rubber Development Center Co., Ltd. will join the investment, therefore, the Board of Directors deems appropriate to terminate the existing joint venture agreement as mentioned above. And a new joint venture agreement. As described below.

   Name of the New Company : APEX INTERNATIONAL RUBBER,
   - Factory Location : Myawaddy Industrial Free Trade Zone,
   - Registered Capital : USD. 5,100,000
   - Par : USD. 1
   - Investment Proportion :
     - Manorom footwear Co.,Ltd.. : 50 % = USD.2,550,000.
       - Investment in cash : USD. 490,000
       - Investment on machines and equipment In total amount of : USD. 2,060,000
     - Bangkok Rubber Development Center Co.,Ltd. : 10% = USD. 510,000
       - Investment in cash : USD. 510,000
     - Apex World Int'l Co.,Ltd. : 40% = USD. 2,040,000

**Apex world** shall be buildings two factory buildings 30 × 60 m., one factory building 30 × 30 m. and one office building 18 × 30 m. Include fence, road and infrastructure except electricity system. Apex world shall have to transfer ownership of all the factory buildings and the office building to **Apex International Rubber Co.,Ltd.**

- Objective: To manufacture shoes for exports.

In this respect, the Company assigned Mr.Tasana Neamtang and Mr.Kittinun Panichakrai, Directors to be the Authorized Persons to sign the Joint Venture Agreement in incorporating the company in Myanmar, the matter was therefore proposed to the Meeting for considerations.

The Meeting, after taking the matter into considerations, was of the views that the joint venture on incorporating the company in Myanmar in order to carry out business in manufacturing shoes for exports would be the supports of the operations of the companies in PAN Group which would be beneficial to the Company. For such reason, the Meeting therefore rendered a unanimous resolution giving the approval to the Company to enter into the Joint Venture Agreement with APEX WORLD INT'L CO., LTD., with the investment in the amount of USD. 2,550,000 in accordance with the details proposed by the Chairman and assigning

That Mr. Tasana Neamtang holding Passport No. AA7276504 and Mr.Kittinun Panichakrai holding Passport No.AA2615345 Directors to be the authorized signatories in entering into such Joint Venture Agreement.

That Mr.Kittinun Panichakrai holding Passport No. AA2615345 and Mr.Unnope Tunseangsomcharoen holding Passport No. AA7231751 be authorized to represent our Company acting as Director in the new Company.

That the following person will become the Authorized Person for represent our Company to conduct various transactions involving the establishment of a joint venture to operate a shoe factory according to the joint venture agreement

Mr.Kittinun Panichakrai holding Passport No. AA2615345
Mr.Unnope Tunseangsomcharoen holding Passport No. AA7231751
Mr.Sirachai Kittayanukul holding Passport No. AA2665653

**3. Considering Other Matters, (if any):**

After the Meeting attendees had no other agendas to be proposed to the Meeting, the Chairman made his remarks expressing his appreciation to all Directors attending the Meeting and declared the Meeting adjourned 11 :00 hours.

Tasana Neamtang
..................................
(Mr. Tasana Neamtang)
Meeting Chairman.

CERTIFIED CORRECT COPY

(Translation)

No.Sor.2044919

Office of the Company Ltd.
and partnership registration,
Bangkok Metropolis
Department of Business Development
Ministry of Commerce

OFFICEAL EMBLEM

CERTIFICATE

This is to certify that this Company has been registered under the Civil and Commercial Code as a juristic person on the 5 January 1994, Registration No. 0105537001208 (former registration No. 32/2537) Information appearing in the registration records on the day of issuance of this Document is as follows:

1. Name of the Company "MANOROM FOOTWEAR COMPANY LIMITED."
2. The Company has 5 Directors as follows :

| | | | | | |
|---|---|---|---|---|---|
| 1. | Mr. Prasert | Chulthira | 2. | Mr. Tasana | Neamtang |
| 3. | Miss Valaiporn | Chaisirimunkong | 4. | Mr. Sirachai | Kittayanukul |
| 5. | Mr. Kittinun | Panichakrai | | | |

3. Number and names of the directors authorized to sign to bind the Company are as follows: "Two directors are authorized to sign jointly and affix with company seal."
4. The registered capital is fixed at Baht 210,800,000.00 (Two hundred and ten million eight hundred thousand baht)
5. The head office is located at No. 225 Village No. 3, Khungsamphao Sub-district Manorom District, Chai Nat Province.
6. The objects of the Company comprise 24 items and are as appears in the copy annexed hereto in 3 page (s) which bears the signature of the Registrar who is the competent official and is affixed with the seal of the Partnerships and Companies Registration office.

CERTIFIED TRUE TRANSALATION

( Miss Vanida Eimkum )

Issued on 29 August 2016

-Signature-

( Miss Kornchanok Charnchiewkobkit )

Registrar

Cautions : Users should always check the information appended hereto.

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(Translation)

No.SoJor. 2044919

Office of the Company Ltd.
and partnership registration,
Bangkok Metropolis
Department of Business Development
Ministry of Commerce

OFFICEAL EMBLEM

CERTIFICATE

Remark : 1. The Previous name of the Company was Pan Am Asia Shoes Company Limited, and has later registered its name change to Bangkok Rubber Saharattana Company Limited on 25th day of October 1994 the latest has changed to Manorom Footwear Company Limited on 1 February 2016.

2. This juristic person submitted Financial statement of the year 2015

3. This document certifies only the particulars the company has registered for the legal effect. Fats relating to actual standing should be sought elsewhere.

4. The register may be revoke the registration if the main statement in the registration not correct of fault.

No. 354030 1 SEP 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(Miss Nonthaphan Prateepusanond)
Diplomatic Service Officer
Professional Level
Ministry of Foreign Affairs of Thailand

CERTIFIED TRUE TRANSALATION

( Miss Vanida Eimkum )

1903850

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2044919 Issued on 29 August 2516

Copy of this document is attached to the Certificate

*-Signature-*
Registrar

This ~~Partnership/~~Company's objectives contain 24 items as follows;

(1) To purchase, supply, accept, hire-purchase, acquire ownership, occupy, modify, utilize, and manage by other means any property as well as interest accruing thereon;

(2) To sell, transfer, mortgage, pledge as security, exchange and dispose by other means of properties;

(3) To act as brokers, representatives, agents for enterprises and business of all kinds, except for insurance business, recruiting member for associations and securities trading;

(4) To borrow and overdraw money from banks, juristic persons, or other financial institutions; and to lend money or give credits, by other means, with or without securities; and to accept, issue, transfer, and endorse bills or other negotiable instruments, except in banking, finance, and credit foncier businesses;

(5) To establish branch offices or to appoint domestic and overseas agents;

(6) To enter as a partner into limited-liability partnership ventures and as shareholder in limited companies and limited public companies;

(7) To operate a business of shoe-sole mold factory, shoe upper leather, shoes, shoe soles, shoe insoles and cushions, and shoe parts;

(8) To operate a business of spinning mill, weaving mill, cloth dying and printing factory, leather embossing factory, gunny-bag factory, and jute press factory;

(9) To operate a business of vegetable oil extracting factory, rice-milling, sugar factory, ice factory, instant food processing factory, beverage manufacturing factory;

(10) To operate a business of wood planning and dehydration mill, door and window manufacturing factory,

11) To operate a business of printing house, book printing and distribution, and publishing newspaper;

(12) To operate a business of auto-tire manufacturing and re-threading plants, tire casting factory, plastic equipment producing factory;

(13) To operate a business of glass factory, ceramic and grazed wares manufacturing factory, earthenware manufacturing factory,

CERTIFIED TRUE TRANSALATION

Vanida Eimkum

( Miss Vanida Eimkum )

J44919 Issued on 29 August 2016

Copy of this document is attached to the Certificate

*-Signature-*
Registrar

This ~~Partnership/~~Company's objectives contain 24 items as follows;

(14) To operate a business of iron manufacturing factory, metals forming, casting and melting factory, zinc producing factory, car assembly plant, and car body assembly plant;

(15) To operate a business of trading and dealing of machineries, engines, machine tools, labor saving devices, motor vehicles, electricity generators, electrical appliances, refrigerators, air-conditioning machines, electric fans, rice cookers, irons, water pumps, heaters, refrigerating-equipment. kitchenware, steel ware, copper wares, brass wares, sanitary wares, household wares, furniture. electrical equipments, plumbing equipments as well as parts and accessories thereof;

(16) To operate a trading business of fabrics, sewing thread, clothes, ready-to-wear, costume, personal adornments, cosmetics, beauty-aid devices and equipment and other consumer items;

(17) To operate a trading business of plastics or other similar products, both in raw material forms and finished products;

(18) To operate a trading business of crude rubber, rubber sheets, or other kinds of rubber processed or derived from any part of the rubber tree including synthetic rubber, imitations, materials or scientifically made products thereof;

(19) To operate a service business of consultancy relating to commercial, industrial, production, marketing, and distribution problems;

(20) To operate a service business of storage, collection, provision, printing, and dissemination of statistics and data relating to agriculture, industry, commerce, finance, marketing, including evaluation and analysis of business operations;

(21) To import for distribution in the country and export abroad for distribution the goods specified in the objectives;

(22) To engage in bidding for goods selling and hire of work, under all the above objectives to persons, groups of persons, juristic persons, governmental agencies and organizations;

(23) To operate a trading business of shoe parts, leather wears, socks, stockings, bags, and sport equipment;

(24) To operate a business of manufacturing and distributing safety helmets, bulletproof vests, barricades and protection equipment, protection shields, and fire suites.

CERTIFIED TRUE TRANSALATION

Vanida Eimkum

( Miss Vanida Eimkum )

(Translation)

Sor.Dor.2044919

Office of the Company Ltd.
and partnership registration,
Bangkok Metropolis
Department of Business Development
Ministry of Commerce

OFFICEAL EMBLEM

CERTIFICATE

This is to certify that this Company has been registered under the Civil and Commercial Code as a juristic person on the 5 January 1994 , Registration No. 0105537001208 (former registration No. 32/2537) Information appearing in the registration records on the day of issuance of this Document is as follows:

1. Name of the Company "MANOROM FOOTWEAR COMPANY LIMITED."
2. The Company has 5 Directors as follows :
   1. Mr. Prasert Chulthira
   2. Mr. Tasana Neamtang
   3. Miss Valaiporn Chaisirimunkong
   4. Mr. Sirachai Kittayanukul
   5. Mr. Kittinun Panichakrai
3. Number and names of the directors authorized to sign to bind the Company are as follows: "Two directors are authorized to sign jointly and affix with company seal."
4. The registered capital is fixed at Baht 210,800,000.00 (Two hundred and ten million eight hundred thousand baht)
5. The head office is located at No. 225 Village No. 3, Khungsamphao Sub-district Manorom District, Chai Nat Province.
6. The objects of the Company comprise 24 items and are as appears in the copy annexed hereto in 3 page (s) which bears the signature of the Registrar who is the competent official and is affixed with the seal of the Partnerships and Companies Registration office.

CERTIFIED TRUE TRANSALATION

( Miss Vanida Eimkum )

Issued on 29 August 2016

-Signature-

( Miss Kornchanok Charnchiewkobkit )

Registrar

Cautions : Users should always check the information appended hereto:

(Translation)

o.SoJor. 2044919

Office of the Company Ltd.
and partnership registration,
Bangkok Metropolis
Department of Business Development
Ministry of Commerce

OFFICEAL EMBLEM

CERTIFICATE

Remark :

1. The Previous name of the Company was Pan Am Asia Shoes Company Limited, and has later registered its name change to Bangkok Rubber Saharattana Company Limited on 25th day of October 1994 the latest has changed to Manorom Footwear Company Limited on 1 February 2016.
2. This juristic person submitted Financial statement of the year 2015
3. This document certifies only the particulars the company has registered for the legal effect. Fats relating to actual standing should be sought elsewhere.
4. The register may be revoke the registration if the main statement in the registration not correct of fault.

CERTIFIED TRUE TRANSALATION

( Miss Vanida Eimkum )



(Chunchai Pinai)

or.2044919 Issued on 29 August 2516

Copy of this document is attached to the Certificate
*-Signature-*
Registrar

This ~~Partnership/~~Company's objectives contain 24 items as follows;

(1) To purchase, supply, accept, hire-purchase, acquire ownership, occupy, modify, utilize, and manage by other means any property as well as interest accruing thereon;

(2) To sell, transfer, mortgage, pledge as security, exchange and dispose by other means of properties;

(3) To act as brokers, representatives, agents for enterprises and business of all kinds, except for insurance business, recruiting member for associations and securities trading;

(4) To borrow and overdraw money from banks, juristic persons, or other financial institutions; and to lend money or give credits, by other means, with or without securities; and to accept, issue, transfer, and endorse bills or other negotiable instruments, except in banking, finance, and credit foncier businesses;

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(11) To operate a business of printing house, book printing and distribution, and publishing newspaper;

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(13) To operate a business of glass factory, ceramic and grazed wares manufacturing factory, earthenware manufacturing factory,

CERTIFIED TRUE TRANSALATION

Vanida Eimkum
( Miss Vanida Eimkum )

2044919 Issued on 29 August 2016

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CERTIFIED TRUE TRANSALATION

Vanida Eimkum
.............................................
( Miss Vanida Eimkum )

(Translation)

[Emblem] Department of Business Development
Ministry of Commerce

No. 1100259403398O    Date of issue : 29 August 2016

Certified Correct Copy
-Signature-
( Miss Kornchanok Charnchiewkobkit )
Registrar

# ARTICLES OF ASSOCIATION
# OF
# PANAM ASIA SHOES COMPANY LIMITED

Office of the Company Ltd. and partnership registration, Bangkok Metropolis

## Section 1. General Provisions

Article 1. This Article, unless otherwise stipulated, shall introduce the provisions of the Civil and Commercial Code in that part which is related to Company Limited for enforcement.

Article 2. If there are areas which it seems proper to alter or modify, this Article shall be referred to the shareholders' meeting for alteration or amendment according to the law.

## Section 2. Shares and Shareholders

Article 3. All of the company's shares are named ordinary shares that must be paid in full amount according to the par value of share, and the company's share certificates must bear the signature of at least one director and the company's seal.

Article 4. The transfer of shares must be made in writing and signed by both the transferor and the transferee with certifying signatures of 2 witnesses, and the transfer can be used against the company or outsiders only after the company has registered such transfer in the shareholders' register book already.

Article 5. The company shall not hold or hypothecate its own shares.

## Section 3. Directors

Article 6. The number of company's directors shall be determined by the shareholders' Meeting.

Article 7. If the position of director becomes vacant for reasons other than by rotation, the Board of Directors may select other persons to fill up the vacancy, but any person appointed shall retain his office during such time only as the vacating director was entitled to retain the same.

Article 8. In any Board of Directors Meeting, at least half of the total number of directors must be present at the meeting in order to form a quorum for business consultation.

Article 9. The Board of Directors shall be responsible for the overall management of the corporate business and shall co-opt to elect from among itself one chairman of the Board.

## Section 4. Shareholders' Meetings

Article 10. A General Shareholders' Meeting shall be held within a period of 6 months after the date of company's registration, and thereafter Shareholders' Meeting shall be held once every year. Such meeting shall be called Ordinary Meeting, and other Meeting than this, if any, shall be called Extraordinary Meeting.

CERTIFIED TRUE TRANSALATION

( Miss Vanida Eimkum )

SoJor 209 33

(Translation)

Department of Business Development
Ministry of Commerce

No. 11002594033980 Date of issue : 29 August 2016

Certified Correct Copy
-Signature-
( Miss Kornchanok Charnchiewkobkit )
Registrar

Office of the Company Ltd. and partnership registration, Bangkok Metropolis

Article 11. The Director may call Extraordinary Meeting at any time as deemed appropriate or when a total number of shareholders representing not less than one-fifth of the total number of company's shares, and they have jointly signed a letter demanding for Extraordinary Meeting.

Article 12. Invitation letter to any Shareholders' Meeting must be published and advertised at least twice in a local newspaper or delivered by mail to all shareholders before the scheduled date of the Meeting by not less than seven days.

Article 13. In capable of being present themselves at a meeting, shareholders may attend the meeting by proxy.

Article 14. The chairman of the board shall chair board meetings, and in the absence or upon non-attendance by the chairman of the board, the shareholders present shall select from among themselves one chairman of the board to the chair.

Article 15. In any Shareholders' Meeting, at least a total number of shareholders representing shares of not less than one-fourth of the capital must be present in order to form a quorum. At a vote, the majority vote shall apply. If a voting becomes a tie, the chairman shall exercise his casting vote.

Section 5. Balance Sheet

Article 16. The Director is required to prepare balance sheet showing details of assets and liabilities of the Company as well as Profit and Loss Statement of the fiscal year of the company that begins from January 1, to December 31 of every year.

Article 17. Arrangements shall be made for at least one auditor to examine the company's balance sheet and within four months of the date of the balance sheet, present it for approval to the shareholders' meeting.

Section 6. Dividends and Reserve Funds

Article 18. For every dividend declaration, the company shall allocate into the reserve fund at least one-twentieth of its net profit earned from its operations until such times as the fund has accumulated up to one-tenth or more of the Company's capital.

These Articles of association have been approved by the Statutory Meeting of the Board on 6th November 1993.

(Signed) *- Signature -* Director
(Miss Sirilak Dhanasarnsilp)

CERTIFIED TRUE TRANSALATION

(Stamp Duty Affixed)
200 Baht

( Miss Vanida Eimkum )

(Translation)

Official Emblem

Department of Business Development
Ministry of Commerce

No. 11002594033980, Date of Issue: 29 August 2016

**Certified that this document submitted to Department of Business Development via Electronic System**
**-Signature-**
**(Miss Kornchanok Chanchiewkopkit)**
**Registrar**
**Office of the Company Limited and Partnership Registration, Bangkok Metropolis**

Form BorOrJor.5

## Copy of the List of Shareholders' Names

| Name of Limited Company | Manorom Footwear Co., Ltd. | Registration No. 0105537001208 |
|---|---|---|

[ x ] As at meeting day [ ] Establishment [ x ] Ordinary shareholder [ ] Extra ordinary shareholder; No 1/2559 , on 30/4/2016
[ ] Extract from shareholder's registration book on__________
The registered capital: 210,800,000.00 Baht, Divided into: 2,108,000 shares, Value per share: 100.00 Baht
Shareholder: 10 Thai persons, Holding: 2,108,000 shares, Other: 0 person(s), Holding: 0 share(s)

| List No. | Name Of Shareholders | | | the amount of shares owned | Paid-up | Share Certificate No. | | Date of Shareholder Registration | |
|---|---|---|---|---|---|---|---|---|---|
| | Nationality | Occupation | Address | | Deem as Paid | Number of Share | Dated | Valid | Expiry |
| 1 | Mr. Narong Chokwatana | | | 1 | 100.00 | 000001 | 03/10/2003 | 03/10/2003 | |
| | Thai | Employee | 2, Saimit Alley, Sukhumvit Road, Bang Chak Sub-district, Phra Khannong District, Bangkok Metropolis | | | | | | |
| | | | | 778,000 | 100.00 | 1108001-1886000 | 14/08/2012 | | |
| | | | | 1 | 100.00 | 000001 | 08/07/2013 | 03/10/2003 | |
| | | | | 80,000 | 100.00 | 893001-973000 | 08/07/2013 | | |
| 2 | P A Capital Ltd. | | | 1 | 100.00 | 000002 | 03/10/2003 | 03/10/2003 | |
| | Thai | Merchant | 507, Village No. 11, Nong Kham Sub-district, Si Racha District, Chon Buri Province | | | | | | |
| | | | | 100,000 | 100.00 | 700001-800000 | 18/11/2003 | | |



This document is printed from the data which was submitted via Electronic System by the juristic person.

Remarks:
Box - "Paid-up (1)" specify the amount of money of paid shareholder, on shares that paid in cash.
Box - "Deem as paid (2)" specify share values counted as paid in each share, particular share that have to be paid by property or labour
Box - "Nationality (3)", in case of juristic person, specify the country of registration.

Certified Correct Translation

Sorjor 309 33

(Translation)

...artment of Business Development
...inistry of Commerce

No. 11002594033980, Date of Issue: 29 August 2016

**Certified that this document submitted to Department of Business Development via Electronic System**
**-Signature-**
**(Miss Kornchanok Chanchiewkopkit)**
**Registrar**
**Office of the Company Limited and Partnership Registration, Bangkok Metropolis**

Form BorOrJor.5

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|---|---|---|---|---|---|---|---|---|---|
| | Nationality | Occupation | Address | | Deem as Paid | Number of Share | Dated | Valid | Invali[d] |
| 3 | Win Play International Co. Ltd. | | | 1 | 100.00 | 000003 | 03/10/2003 | 03/10/2003 | |
| | Thai | Merchant | | | | | | | |
| | 611/40, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis | | | | | | | | |
| | | | | 93,000 | 100.00 | 800001-893000 | 18/11/2003 | | |
| 4 | P.S.R.Footwear Co., Ltd. | | | 1 | 100.00 | 000004 | 03/10/2003 | 03/10/2003 | |
| | Thai | Merchant | | | | | | | |
| | 611/40, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis | | | | | | | | |
| | | | | 80,000 | 100.00 | 973001-1053000 | 18/11/2003 | | |
| 5 | Bangkok Rubber Development Center Co., Ltd. | | | 1 | 100.00 | 000002 | 03/10/2003 | 03/10/2003 | |
| | Thai | Merchant | | | | | | | |
| | 611/40, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis | | | | | | | | |
| | | | | 100,000 | 100.00 | 700001-800000 | 18/11/2003 | | |



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Certified Correct Translation
Mrs.Preeya Dongwilai...
B.H.I.MEDIA CO., LTD.

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Sorjor. 209 33

(Translation)

Department of Business Development
Ministry of Commerce

No. 11002594033980, Date of Issue: 29 August 2016

**Certified that this document submitted to Department of Business Development via Electronic System**
**-Signature-**
**(Miss Kornchanok Chanchiewkopkit)**
**Registrar**
**Office of the Company Limited and Partnership Registration, Bangkok Metropolis**

Form BorOrJor.5

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| List No. | Name Of Shareholders | | | the amount of shares owned | Paid-up | | Share Certificate No. | | Date of Shareholder Registration | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Nationality | Occupation | Address | | | Deem as Paid | Number of Share | Dated | Valid | Expiry |
| 6 | Mr. Witharn Udomchalothorn | | | 1 | 100.00 | | 000007 | 03/10/2003 | 03/10/2003 | |
| | Thai | Merchant | 92/364, Village No. 2, Lak Hok Sub-district, Mueang Pathum Thani District, Pathum Thani Province | | | | | | | |
| 7 | Mr. Kittinun Panichakrai | | | 166,993 | 100.00 | | 00008-167000 | 14/08/2012 | 14/08/2012 | |
| | Thai | Merchant | 193, Yasup 1 Alley, Chom Thong Sub-district, Chatuchak District, Bangkok Metropolis | | | | | | | |
| | | | | 66,407 | 100.00 | | 1886001-1952407 | 14/08/2012 | | |
| 8 | Innovation Footwear Co., Ltd. | | | 133,000 | 100.00 | | 167001-300000 | 01/07/1998 | 01/07/1998 | |
| | Thai | Merchant | 611/40, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis | | | | | | | |
| 9 | Bangkok Athletic Co., Ltd. | | | 100,000 | 100.00 | | 300001-700000 | 21/12/1995 | 21/12/1995 | |
| | Thai | Merchant | 611/277-279, Watchan Nai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok Metropolis | | | | | | | |
| 10 | Mr. Prasert Chulthira | | | 155,593 | 100.00 | | 1952408-2108000 | 14/08/2012 | 14/08/2012 | |
| | Thai | Merchant | 209, Thoet Thai 5 Alley, Bang Yi Ruea Sub-district, Thon Buri District, Bangkok Metropolis | | | | | | | |



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Certified Correct Translation

SorJor 20133

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရုံးအမှတ် (၃၂) နေပြည်တော်

စာအမှတ်၊ရက-၈(ဂ)၀၀၁ / ၂၀၁၃( ၀၀ ၉၈၆၅)
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ဇူလိုင်လ ( ၂၄ ) ရက်

သို့

အုပ်ချုပ်မှု ဒါရိုက်တာ

ထိပ်ခေါင်ကမ္ဘာ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက်

အမှတ်(၁၁၉)၊ ၉၂-လမ်း၊ ကန်တော်ကလေး

မင်္ဂလာတောင်ညွန့်မြို့နယ်၊ ရန်ကုန်မြို့

အကြောင်းအရာ။ ကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ် သက်တမ်းတိုးခြင်းကိစ္စ

ရည် ညွှန်း ချက် ။ ကုမ္ပဏီ၏ (၂၂-၂-၂၀၁၃) ရက်စွဲပါစာ

၁။ အထက်ရည်ညွှန်းပါစာဖြင့် ထိပ်ခေါင်ကမ္ဘာ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက် မှသက်တမ်း တိုးမြှင့် ပေးပါရန် တင်ပြလာခြင်းကို (၂၂-၃-၂၀၁၃) ရက်နေ့တွင် ကျင်းပ ပြုလုပ်သည့် ဝန်ကြီးဌာန စီမံခန့်ခွဲရေး ကော်မတီ အစည်းအဝေး အမှတ်စဉ် (၁၀/ ၂၀၁၃) မှ (၁၇-၂-၂၀၁၈) ရက်နေ့အထိ (၅)နှစ် သက်တမ်းတိုးမြှင့်ခွင့် ပြုလိုက်သည်။

၂။ သို့ပါ၍ ထိပ်ခေါင်ကမ္ဘာ အပြည်ပြည်ဆိုင်ရာ ကုမ္ပဏီ လီမိတက် မှ ကျပ် ၅၀၀,၀၀၀/- (ကျပ်ငါးသိန်း တိတိ) ပေးသွင်းပြီး ဖြစ်ပါ၍ ရုံးတွင်း မှတ်ပုံတင် အမှတ် ၁၆၂၁ / ၂၀၀၄-၂၀၀၅ (၁၈-၂-၂၀၀၅) ဖြင့် သက်တမ်းတိုး မှတ်ပုံတင် လက်မှတ်ကို ထုတ်ပေး လိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရန်ကုန်တိုင်းဒေသကြီး စီမံကိန်းဦးစီးရုံး
ရုံးလက်ခံ
မျှောစာတွဲ

သက်တမ်းတိုး

008470

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

# ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၁၆၂၁...../ ၂၀၀၄ - ၂၀၀၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ...ထိပ်ခေါင်ကမ္ဘာ အပြည်ပြည်ဆိုင်ရာ......... ........ကုမ္ပဏီ လီမိတက်............ အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် .၂၀၀၅. နှစ်၊ ...ဖေဖော်ဝါရီလ၊ ...၁၈. ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား .၂၀၁၃. နှစ်၊ ....မတ်.....လ၊ .၂၂.. ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

# CERTIFICATE OF INCORPORATION

NO. ..........1621.......... of 2004 2005

I hereby certify that the tenure of APEX WORLD INTERNATIONAL COMPANY LIMITED ........................ incorporated under the Myanmar Companies Act on ............ 18th FEBRUARY , 2005 ............ extended with effected from ............ 22nd MARCH , 2013 ............

For Director General
(Nang Yi Yi Than, Director)
Directorate of Investment and Company Administration

# JOINT VENTURE AGREEMENT

## Between:

**Bangkok Rubber Development Center CompanyLimited**

**&**

**Manorom Footwear Co., Ltd**

**&**

**Apex World Int'l Co.,Ltd**

**Mae Sot** **April 27, 2017.**

# JOINT VENTURE AGREEMENT

This Joint Venture Agreement is made onApril 28, 2017 at Mae Sot, the Kingdom of Thailand.

Between:

**Bangkok Rubber Development Center CompanyLimited** (Reg No:0105537143843) established under the Thai laws, having its head office located at No. 611/40 WatchanNai Alley, Charoen Krung Road, Bang Khlo Sub-district, Bang Kho Laem District, Bangkok, Thailand . (Hereinafter called "Bangkok Rubber") on one part;

**And: Manorom Footwear Co., Ltd**( Reg. No: 0105537001208) established under the Thai laws, having its head office located at No. 225 Moo 3 Kunsampao, Manorom, Chainat, Thailand (hereinafter called "Manorom") on one part

**And : Apex World Int'l Co.,Ltd** ( Reg. No: 1621/2004-2005)established under the Republic of the Union of Myanmar laws, having its head office located at C/35 ,Bogyoke street, 2nd Quarter , MyawaddyTowship , Union of Myanmar (hereinafter called "Apex World") on the other part;

**Whereas, "Bangkok Rubber"**and **"Manorom"** has its experiences, knowledge and expertise in manufacturing of shoes; and "Apex World" has its land and factory building, including its labor supply abilities. All parties, wising to establish a company in the Republic of the Union of Myanmar for establishment of a shoes manufacturing plant, have hereby agreed to execute this Joint Venture Agreement, as per the following details:

1. **Joint Venture Incorporation Agreement**

**1.1** All Parties agree to establish a joint-venture Companies Limited by Shares under the provisions of the Law of the Republic of Union of Myanmar by using the Company name as "APEX INTERNATIONAL RUBBER" (**Proposed Investment Vehicle**) if it is available company name in DICA with an objective of establishment of a shoes manufacturing plant for shoes export. (Herein after referred to as the "Joint Venture Company").

**1.2** At the initial period, the Joint Venture Company shall establish the factory at **Myawaddy Industrial Free Trade Zone.**

**1.3** The Joint Venture Company shall be incorporated with the initial investment capital of USD 5,100,000, by dividing shares into 5,100,000. Ordinary shares at the par value of USD 1.00 per share.

**1.4** All Parties agree to hold shares in the Joint Venture Company as follows:

| | Number of Shares | Amount of Money (USD) | Proportion |
|---|---|---|---|
| Bangkok Rubber | 510,000 | 510,000 | 10% |
| Manorom | 2,550,000 | 2,550,000 | 50% |
| Apex World | 2,040,000 | 2,040,000 | 40% |
| **Total** | **5,100,000** | **5,100,000** | **100%** |

1.5 Share Payments:

1.5.1 Bangkok Rubber will pay values of the shares by

- Cash in the amount of USD 510,000

1.5.2 Manorom will pay values of the shares by

- Cash in the amount of USD 490,000 and

- Machines together with equipment as appearing on the List of Machines, Attachment No. 1 by pricing such machines and equipment to be equal to USD 2,060,000

1.5.3 **Apex world** shall be buildings two factory buildings 30 × 60 m., one factory building 30 × 30 m. and one office building 18 × 30 m. Include fence, road and infrastructure except electricity system. Apex world shall have to transfer ownership of all the factory buildings and the office building to **Apex International Rubber** where the details of which are as appearing in appendix II by pricing the building to be equal to2,040,000 USD

1.6 On the incorporation of the Joint Venture Company, all Parties shall make the Memorandum of Associations and Articles of Association of the Joint Venture Company to conform to the Terms of this Joint Venture Agreement. If any Terms under this Joint Venture Agreement should be contradictory to or inconsistent with the Terms set forth under Memorandum of Associations and Articles of Association, the Terms under this Joint Venture Agreement shall prevail.

1.7 Apex World shall initiate actions in accordance with the steps of the Law of the Union of Myanmar, i. e. The Myanmar Companies Act 1914 and The Union of Myanmar Investment Law,2016 for Permit to Tradeand the application for the establishment of the Joint Venture Company with the Company Registrations Office (CRO), Directorate of Investment and Company Administration (DICA), Ministry of Planning and Finance that the expenses incurred consequently as a result the incorporation registration of this JointVenture Company shall be deemed to be the expenses in the account of the Joint Venture Company.

## 2. Joint Venture Company Management

2.1. The Joint Venture Company shall be managed in accordance with the principle and policy which will be prescribed periodically.

2.2. The Company Board shall consist of 5 Directors; 3 persons to become the Directors shall be nominated by Bangkok Rubber and Manorom and 2 person nominated by Apex World. In the case where a Director has vacated office prior to the normal expiration of his/her term in office, both Parties agree to cast the votes to elect a person from the persons nominated by the Party of the retiring Director to fill the vacancy.

2.3. A Board of Directors meeting shall be held on the date, at the time and place as scheduled by the Board Chairman or Managing Director. All Directors shall be notified in advance of not less than 7 days of the meeting by any most rapidly and conveniently practical way possible: such as; letters, facsimiles and e-mails. Any Director may make a written letter for exception for non-requirement to forward to him/her the schedule of such meeting and that the matter which the Director has participated in the meeting shall be deemed that such Director has waived his/her right for the requirement to forward to him/her the schedule of such meeting, as well.

2.4. A Board of Director meeting may be held when a Company Director who has the power has requested to call for the meeting which could be by means of the telephones or video conferences.

2.5. The Board of Director may accept any resolution without any requirement to call for a meeting if all Directors have given the approval on such matter by subscribing signatures to effect the participations in the meeting in the Minutes of such Board meeting.

2.6. A Board of Directors meeting of the Joint Venture Company must be attended by the Directors of not less than a half of the total number of the Directors to constitute a quorum in order to discuss the Company business.

2.7. The Board of Director Resolution shall be decided by the majority of the votes of all Directors attending the meeting.

## 3. Shareholders Meeting

3.1. The first shareholders meeting which is considered to be the shareholders ordinary meeting shall be held within 12 months from the date of registration of the establishment of the Company and that the succeeding meeting in each year must be held within 12 months from the annual ordinary meeting. Thereafter, the ordinary meeting shall be held once a year. The other shareholders meeting shall be called, "the extraordinary meeting" and that Board of Directors may call for the extraordinary meeting at any time as the Board may think fit.

3.2. On every shareholders meeting, the shareholders whose names have appeared on the Shareholder Register shall be notified in advance of 7 days. Notifications on the meeting may be made to the shareholders via a courier, postal service, facsimile, or e-mail.

3.3. A quorum of a shareholders meeting shall consist of the shareholders or proxies attending the meeting of not less than 75% of the total number of shares. The shareholders meeting resolution must be approved by the supermajority of the votes from the shareholders attending the meeting by themselves or the proxies.

4. **Bangkok Rubber's Responsibility**

**4.1.** Providing assistance in placing the purchase orders and installing the machineries, equipment various materials including raw materials necessary for shoes manufacturing.

**4.2.** Providing technical assistance in the manufacturing, transferring knowledge and technology of the whole manufacturing process by giving advices, methods and steps of manufacturing; laying down accounting system, stock, raw material and goods system by dispatching experts and specialists in shoes manufacturing to train the staffs and employees to the extent they are capable to manufacture the factory shoes.

**4.3.** Providing assistance in inducing and contacting customers to place the purchase orders for shoes and preparations for the deliveries of raw materials to the factory for manufacturing shoes of good quality as prescribed by customers and in making the deliveries of the products within the scheduled delivery date.

5. **Apex World's Responsibility**

**5.1.** Apex World shall provide assistance in submitting the Application for investment promotion to Myanmar Investment Commission (MIC) in the name to the Joint Venture Company in order to receive the investment promotion privilege on corporate income tax exemption for a period as permitted in Myanmar Investment law, 2016, import tax exemption on machineries, equipment and raw materials including other benefits which the government has given on the investment promotions.

**5.2.** Looking for place for the establishment of shoes manufacturing factory to enable the Joint Venture Company to use the land and construct the building in the area of approximately 4.2401 Acres, located at **Myawaddy Industrial Zone** A8 owned by APEX, in accordance with the copies of the Document of Title and the Diagram showing the location of the Factory, the attached appendix II, which shall contain the material Terms and Conditions in the Agreement as follows:

**a)** Apex International Rubber (Proposed Investment Vehicle) shall be entitled to use the land for a period of not less than (30) years plus an extension of (10) years and another (10) years. All parties agree to negotiate for the extension of lease term after the expiration of the investment term. In accordance with the approval of Myanmar Investment Commission and relevant authorities, Apex world shall have to lease the land to Apex International Rubber which the land No. A8 at **Myawaddy Industrial Free Trade Zone.** The lease fee is USD 5,000 per month.

b) The building for manufacturing, warehouse, office and necessary area for manufacturing will be constructed by APEX World as the blue print or Lay out provided by Bangkok rubber. As the attached appendix III.

5.3 Providing assistance in finding labors, selecting personnel knowledgeable and capable to perform duties in the office and factory of the Joint Venture Company.

5.4 Providing assistance in acquiring public utilities, electricity, water supply sufficiently to cope with the needs of the shoes manufacturing company and obtaining the License, various Certificates necessary for carrying out shoes manufacturing business in the factory.

importing machineries, machines and raw materials and in exporting shoes products: such as; Certificate of Origin (CO), etc.

5.5 Apex World agrees not to disclose any confidential information: such as; technical knowledge, knowledge on manufacturing methodologies, academic information, customers information and other data important to the manufacturing which are received from Bangkok Rubber and to ensure that officers and staffs of the Myanmar counterpart receiving such confidential information to strictly comply with the obligation not to disclose such confidential information to the other person.

5.6 Throughout the term of this Agreement, Apex World undertakes to covenant that no business of the same or similar nature to that of the Joint Venture Company will be undertaken by itself or in conjunction with the other person, directly or indirectly, which is a competition with the business of the Joint Venture Company in the Union of Myanmar unless otherwise a written consent is obtained from Bangkok Rubber.

5.7 Apex shall not sell, pledge, transfer the right of claim, transfer of disposing of whatever in the shares of the Joint Venture Company without any written consent from Bangkok Rubber.

6. **Account**.

**6.1** The Joint Venture Company accounting year shall commence on the first day of April and end on the last day of March 31.

**6.2** The Joint Venture Company shall make proper and actual account documentations and bookkeeping relating to the operations and various businesses in compatibility with the generally accepted accounting principle in Myanmar and Thailand. Each Party shall have a right to audit accounts, balance sheets and statement of income of the Joint Venture Company during the working hours.

**6.3** All account documentations and bookkeeping no matter whether they are account books or report shall be made in English and Myanmar languages.

**6.4** The Joint Venture Company shall have the Auditor from an Account Company acceptable and meeting the international standard which is nominated by shareholders meeting.

7. **Termination of the Agreement**

7.1. Any Party shall have a right to terminate this Joint Venture Agreement by serving a notice to such other Party in the following cases:

(a) A Party has not complied with the Terms and Conditions hereunder and that such other Party has given a notice to the defaulting Party to know of the breach of the Agreement and the Party in breach of the Agreement has failed to take any remedial actions to correct the discrepancies within 30 days from the date of receiving notice in writing.

(b) A Party is solvent and becomes a bankrupt after a petition is submitted to the Court for bankruptcy or the Court has issued an order to place such Party under the receivership or declare such Party a bankrupt.

7.2 In the case where there is a notice for the termination of the Agreement under Clause 6.1 above, other than demanding a compensation of the damages in accordance with the law, the non-breaching party shall have a right to choose to proceed with the following actions:

(a) Choosing to buy all shares in the Joint Venture Company which are owned by such other party at the price mutually agreed upon by all Parties. In the case where the agreement cannot be reached the share price in accordance with the book value upheld or the whole shares in the Joint Venture Company shall be sold to the third person at the price mutually agreed upon by both Parties.

(b) Winding up the Company and making the liquidation.

8. **FORCE MAJEURE**

8.1. Each Party shall be released from the responsibility for the complete or partial non-fulfillment of an obligation arising from this Agreement, when such nonfulfillment results from an event of force majeure which occurs after signing of this Agreement and which the Party concerned could not have prevented by reasonable means.

8.2. Such events of force majeure shall include but are not limited to the following; A ban on the export of products from a country or on importation into a country (embargo) , government decrees or orders issued by state bodies, including amendments to the imperative state economic plans, natural disasters, strikes, lockouts, riots, war, etc.

8.3. In the event of any one of the stated circumstances occurring, the Party affected shall promptly provide the other Parties with a written notification. This notification shall describe the events concerned and insofar as possible assess the effects of the events on fulfillment of the Party's obligations under this Agreement and state the estimated date of its ability to fulfill these obligations.

8.4. Upon requests of the other Parties, within a reasonable period the Party concerned shall forward a confirmation from the Chamber of Industry and Commerce in its country or from a comparable organization or any agency of government verifying that these circumstances do exist.

8.5. Upon cessation of the stated circumstances, the Party concerned shall promptly provide the other Parties with a written notification to this effect. This notification must specify a period within which the Party expects to fulfill its obligation under this Agreement affected by such force majeure. Should the Party concerned culpably fail to send the necessary notification, or fail to forward them in good time, it shall be obliged to compensate the other Partiesfor the losses which are incurred as a result of the failure to send the notification or the delayed forwarding of the notifications.

8.6. In case of the event of force majeure occurring, fulfillment of the obligation of the Party concerned under this Agreement shall be postponed by the duration of these circumstances and their consequences. The Party shall, however, endeavor to expeditiously fulfill its obligations which were affected by such force majeure.

8.7. Should the circumstances of force majeure and their consequences continue for longer than 6 (six) months, thereby seriously impeding the JVC's activities, each Party shall be entitled to terminate this Agreement. In this case, neither of the Parties shall be entitled to claim compensation from the other Parties for any damage which may be incurred due to the force majeure.

9. **Arbitration**

9.1. The Parties shall endeavor to resolve by negotiation any difference of opinion and disputes which may arise from or in connection with this Agreement or with regard to the validity of this Agreement itself, in the course of operation of the JVC.

9.2. If it proves impossible to settle disputes within 30(thirty) days and legal proceedings appear unavoidable, such disputes are to be decided by a court or arbitration, without recourse to a general court of law.

9.3. The arbitration shall consist of three arbitrators. Each Party shall appoint one arbitrator. The chairman of the court of arbitration shall be decided by three arbitrators among themselves. In the event that arbitrators or chairman of the arbitration court shall not be appointed, this chairman or these arbitrators shall be appointed by the court of arbitration.

9.4. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the **Thai Arbitration Institute.**

10. **Governing Law**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of Union of Myanmar.

11. **MISCELLANEOUS**

8.1 The official language of this Agreement is English.

8.2 All documents and other papers of importance which relate to the JVC shall be drawn up in English language and shall be binding upon the Parties.

8.3 Correspondence among JVC and the Parties in the course of daily business shall be conducted in the English language.

8.4 This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and supersedes all communications, negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement

This Joint Venture Agreement is made in duplicate copies, having identical contents and effects. The Parties hereto, after thoroughly reading and understanding the contents herein, have hereunto caused their signatures to be subscribed in the presence of the Witnesses.

**Bangkok Rubber Development Center Company Limited**

........................................................................ ........................................................................

(Signed by onbehalf of) (Signed by onbehalf of)

**Manorom Footwear Co., Ltd.**

........................................................................ ........................................................................

(Signed by onbehalf of) (Signed by onbehalf of)

**Apex World Int'l Co., Ltd.**

........................................................................ ........................................................................

(Signed by onbehalf of) (Signed by onbehalf of)

In the presence of (witness)

Name: ----------------------------

Address: ------------------------

-----------------------------------

-----------------------------------

NRC/ Passport: ----------------

Occupation: --------------------

Name: ----------------------------

Address: ------------------------

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NRC/ Passport: ----------------

Occupation: --------------------

บริษัท บางกอกรับเบอร์ ดีเวลลอปเมนท์ เซ็นเตอร์ จำกัด
611/40 ซ.วัดจันทร์ใน ถ.เจริญกรุง
แขวงบางโคล่ เขตบางคอแหลม
จังหวัด กรุงเทพมหานคร 10120 ประเทศไทย
โทร.:(662) 6899500 โทรสาร: (662) 6899535
เลขประจำตัวผู้เสียภาษี : 0105537143843

BANGKOK RUBBER DEVELOPMENT CENTER COMPANY LIMITED
611/40 SOI WATCHAN NAI, CHAROENKRUNG ROAD,
BANGKLO, BANGKORLAEM,
BANGKOK 10120 THAILAND
Tel : (662) 6899500 Fax : (662) 6899535
TAX ID : 0105537143843

**Letter of Confirmation**

To whom it may concern

Dated: 6th July 2017

We, **Bangkok Rubber Development Center Company Limited incorporated in Thailand (Reg No:0105537143843)(BRDC),** hereby confirm that we shall hire Apex Rubber International Company Limited to manufacture Footwear on CMP basis at Plot Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myawaddy District, Karen State, Myanmarin Myanmar under the endorsement of Myanmar Investment Commission.

Best Regard,

................................................
Director

Bangkok Rubber Development Center company Limited

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon.

Date: 20. 6. 2017

**Re: Application to check availability of company name for foreign company registration**

1. I wish to submit an application to confirm the availability of the following company name:

**Name in English:** Apex Rubber International ~~Development~~ Co., Ltd.

**Name in Myanmar:**

(*The proposed company name must be specified in both English & Myanmar*).

2. The contact details of the applicant are as listed below:

Name: Daw Thin Thin Myat

Company: Apex World International Co., Ltd

Address: No. C-35, Bogyoke Road, (2) Ward, Myawaddy Township, Kayin State, Myanmar.

Phone number: 09-788116023

3. The business objectives and activities of the proposed foreign company are as listed below:

(i) Manufacturing of footware on CMP basis

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

(viii)

Signature of applicant:

Name: Pyae Phyo Aung

NRC (Myanmar) or Passport No. (and country): 12/DaGaTa (N) 073181

# Apex World International Co., Ltd

No.C-35, Bogyoke Road , Ward 2, Myawaddy Township, Kayin State.

No ----------
Date ----------

## ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးမှတ်တမ်း

ကျင်းပသည့်နေ့ ။ ။ ၂၀၁၇ ခုနှစ်၊ ဇွန်လ၊ ၁၅ ရက်။
ကျင်းပသည့်နေရာ ။ ။ ကုမ္ပဏီ၏အစည်းအဝေးခန်းမ
ကျင်းပသည့်အချိန် ။ ။ ၁၁ း ၀၀ မှ ၁၂ း ၀၀ ထိ

**အစည်းအဝေးတက်ရောက်ကြသူများ**

| စဥ် | အမည် | ရာထူး |
|---|---|---|
| ၁။ | ဒေါ်သင်းသင်းမြတ် | မန်နေးဂျင်းဒါရိုက်တာ |
| ၂။ | ဦးတင်အောင် | ဒါရိုက်တာ |
| ၃။ | ဒေါ်နွယ်နီလှိုင် | ဒါရိုက်တာ |
| ၄။ | ခင်လေးနွယ် | ဒါရိုက်တာ |

အစည်းအဝေးတွင် သဘာပတိအဖြစ် ဒေါ်သင်းသင်းမြတ်မှ ဆောင်ရွက်၍ အောက်ဖော်ပြပါအတိုင်း သဘောတူညီဆုံးဖြတ်ကြပါသည်။

**အစည်းအဝေးဆုံးဖြတ်ချက်များ**

အစည်းအဝေးတွင် ထိုင်းနိုင်ငံ၊ ဘန်ကောက်မြို့တွင် တည်ထောင်ထားသော Manorom Footwear Co., Ltd၊ Bangkok Rubber Development Center Co., Ltd တို့နှင့် မိမိတို့၏ Apex World International Co., Ltd တို့စီးပွားရေးအရ အကျိုးတူပူးပေါင်းဆောင်ရွက်မည်ဖြစ်ပါသောကြောင့် ကုမ္ပဏီအမည်ဆင်တူဖြစ်နေခြင်းအား လက်ခံရန် သဘောတူညီဆုံးဖြစ်ကြပါသည်။

ထို့နောက် သဘာပတိမှ ကျေးဇူးတင်စကားပြော၍ အစည်းအဝေးအား အောင်မြင်စွာရုတ်သိမ်းလိုက်ပါသည်။

အတည်ပြုသူ

Daw Thin Thin Myat
Managing Director
Apex World International Co.,Ltd.

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

**အေးပတ်စ် ရာဘာ အင်တာနေရှင်နယ် ကုမ္ပဏီ လီမိတက်**

၏

# သင်းဖွဲ့မှတ်တမ်း

နှင့်

# သင်းဖွဲ့စည်းမျဉ်းများ

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**THE MYANMAR COMPANIES ACT**

**PRIVATE COMPANY LIMITED BY SHARES**

# Memorandum Of Association

*AND*

# Articles Of Association

*OF*

**APEX RUBBER INTERNATIONAL COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# အေးပတ်စ် ရာဘာ အင်တာနေရှင်နယ် ကုမ္ပဏီ လီမိတက်

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# သင်းဖွဲ့မှတ်တမ်း

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၁။ ကုမ္ပဏီ၏အမည်သည် အေးပတ်စ် ရာဘာ အင်တာနေရှင်နယ် ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD 5,100,000 ( USD Five Millions and One Hundred Thousand တိတိ ) ဖြစ်၍ USD 1 Doller ( USD One Doller တိတိ ) တန် အစုရှယ်ယာပေါင်း ( 5,100,000 ) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

(က) CMP စနစ်ဖြင့် ဖိနပ်အမျိုးမျိုး ထုတ်လုပ်ရောင်းချခြင်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1. | Bangkok Rubber Development Center Co., Ltd<br>Co. Re. No. 0105537143843<br>611/40 Soi WatchanNai, Charoenkrung Rd., Bangklo, Bangkorlaem, Bangkok.<br>Represented by: Mr. Thamrong Tritiprasert<br>27/3 KRUNGTHEP KRITHA 8, YRSK 16, HUAMAK, BANGKAPI, BANGKOK 10240 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai Passport No. AA7241094 | 510,000 | |
| 2. | Manorom Footwear Co., Ltd<br>Co. Re. No. 0105537001208<br>225 Village No.3, Khoongsamphao Sub-District, Manorom District, Chainat Provice.<br>Represented by: Mr. Kittinum Panichakrai<br>193 SOI YASUP 1 CHOM PHON, CHATUCHAK, BANGKOK 10900 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai Passport No. AA2615345 | 2,550,000 | |
| 3. | Apex World International Co., Ltd<br>Co. Re. No. 1621/2004-2005<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin.<br>Represented by: Mrs. Thin Thin Myat<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin. | Incorporated in Myanmar<br><br>Myanmar NRC No. 3/MaWaTa(N)002012 | 2,040,000 | |

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Myint Lwin, Advocate,
LL.B, DBL
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No.162, 1st Floor, 35th Street
Kyauktada Township
Yangon, Myanmar

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# အေးပတ်စ် ရာဘာ အင်တာနေရှင်နယ် ကုမ္ပဏီ လီမိတက်

၏

## သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီ နှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

### အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက် ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

### မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD 5,100,000 -( USD Five Millions and One Hundred တိတိ )ဖြစ်၍ USD 1 Doller ( USD One Doller တိတိ )တန် အစုရှယ်ယာပေါင်း ( 5,100,000 ) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက် နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

## ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် ( ၂ ) ဦးထက်မနည်း ( ၁၀ ) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(၁) Mr. Thamrong Tritiprasert (Represented by Bangkok Rubber Development Center Co., Ltd)
(၂) Mr. Kittinum Panichakrai (Represented by Manorom Footwear Co., Ltd)
(၃) Mrs. Thin Thin Myat (Represented by Apex World International Co., Ltd)
(၄)
(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

## ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

## ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

## အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

## အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

## ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

## ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

## စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

## နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

## တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

## လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

## ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ဖြပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1. | Bangkok Rubber Development Center Co., Ltd<br>Co. Re. No. 0105537143843<br>611/40 Soi WatchanNai, Charoenkrung Rd., Bangklo, Bangkorlaem, Bangkok.<br>Represented by: Mr. Thamrong Tritiprasert<br>27/3 KRUNGTHEP KRITHA 8, YRSK 16, HUAMAK, BANGKAPI, BANGKOK 10240 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai<br>Passport No.<br>AA7241094 | 510,000 | |
| 2. | Manorom Footwear Co., Ltd<br>Co. Re. No. 0105537001208<br>225 Village No.3, Khoongsamphao Sub-District, Manorom District, Chainat Provice.<br>Represented by: Mr. Kittinum Panichakrai<br>193 SOI YASUP 1 CHOM PHON, CHATUCHAK, BANGKOK 10900 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai<br>Passport No.<br>AA2615345 | 2,550,000 | |
| 3. | Apex World International Co., Ltd<br>Co. Re. No. 1621/2004-2005<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin.<br>Represented by: Mrs. Thin Thin Myat<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin. | Incorporated in Myanmar<br><br>Myanmar<br>NRC No.<br>3/MaWaTa(N)002012 | 2,040,000 | |

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Myint Lwin, Advocate,
LL.B, DBL
Post Graduate Diploma in Legal
Aspects of Marine Affairs (Cardiff)
No.162, 1st Floor, [illegible]
Kyauktada Township
Yangon, Myanmar

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Memorandum Of Association

OF

# APEX RUBBER INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **APEX RUBBER INTERNATIONAL** COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD 5,100,000 ( USD Five Millions and One Hundred Thousand Only ) divided into ( 5,100,000 ) shares of USD 1 ( USD One Doller Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

**6. The Objective For Which The company is established are**

(A) Manufacturing of Footware on CMP Basis

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

**PROVISO:** Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being inForce.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No: | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | Bangkok Rubber Development Center Co., Ltd<br>Co. Re. No. 0105537143843<br>611/40 Soi WatchanNai, Charoenkrung Rd., Bangklo, Bangkorlaem, Bangkok.<br>Represented by: Mr. Thamrong Tritiprasert<br>27/3 KRUNGTHEP KRITHA 8, YRSK 16, HUAMAK, BANGKAPI, BANGKOK 10240 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai<br>Passport No.<br>AA7241094 | 510,000 | |
| 2. | Manorom Footwear Co., Ltd<br>Co. Re. No. 0105537001208<br>225 Village No.3, Khoongsamphao Sub-District, Manorom District, Chainat Provice.<br>Represented by: Mr. Kittinum Panichakrai<br>193 SOI YASUP 1 CHOM PHON, CHATUCHAK, BANGKOK 10900 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai<br>Passport No.<br>AA2615345 | 2,550,000 | |
| 3. | Apex World International Co., Ltd<br>Co. Re. No. 1621/2004-2005<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin.<br>Represented by: Mrs. Thin Thin Myat<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin. | Incorporated in Myanmar<br><br>Myanmar<br>NRC No.<br>3/MaWaTa(N)002012 | 2,040,000 | |

Yangon Dated the day of

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

Sd:

U Myint Lwin, Advocate,
LL.B, DBL
Post Graduate Diploma in Legal
Aspects of Marine Affairs (Cardiff)
No.162, 1st Floor, 37th Street
Kyauktada Township
Yangon, Myanmar

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Articles Of Association

OF

# APEX RUBBER INTERNATIONAL COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

## PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   *(a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   *(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

## CAPITAL AND SHARES

3. The authorised capital of the Company is USD 5,100,000 USD Five Millions and One Hundred Thousand Only ) divided into ( 5,100,000 ) shares of USD 1 ( USD One Doller Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

## DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than ( 2 ) and more than ( 50 ).

The First Directors shall be: -

(1) Mr. Thamrong Tritiprasert (Represented by Bangkok Rubber Development Center Co., Ltd)
(2) Mr. Kittinum Panichakrai (Represented by Manorom Footwear Co., Ltd)
(3) Mrs. Thin Thin Myat (Represented by Apex World International Co., Ltd)
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualifrcation of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section ( 85 ) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

## PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

## POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time ( not being more than fifteen months after the holding of the last preceding general meeting ) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

## OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

*(1)* *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

*(2)* *all sales and purchases of goods by the Company;*

*(3)* *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

## AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

## NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

## THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

## INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

## WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No: | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| 1. | Bangkok Rubber Development Center Co., Ltd<br>Co. Re. No. 0105537143843<br>611/40 Soi WatchanNai, Charoenkrung Rd., Bangklo, Bangkorlaem, Bangkok.<br>Represented by: Mr. Thamrong Tritiprasert<br>27/3 KRUNGTHEP KRITHA 8, YRSK 16, HUAMAK, BANGKAPI, BANGKOK 10240 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai Passport No. AA7241094 | 510,000 | |
| 2. | Manorom Footwear Co., Ltd<br>Co. Re. No. 0105537001208<br>225 Village No.3, Khoongsamphao Sub-District, Manorom District, Chainat Provice.<br>Represented by: Mr. Kittinum Panichakrai<br>193 SOI YASUP 1 CHOM PHON, CHATUCHAK, BANGKOK 10900 THAILAND | Incorporated in Kingdom of Thailand<br><br>Thai Passport No. AA2615345 | 2,550,000 | |
| 3. | Apex World International Co., Ltd<br>Co. Re. No. 1621/2004-2005<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin.<br>Represented by: Mrs. Thin Thin Myat<br>No.C-35, Bogyoke Rd., Ward 2, Myawaddy Myo, Myawaddi, Kayin. | Incorporated in Myanmar<br><br>Myanmar NRC No. 3/MaWaTa(N)002012 | 2,040,000 | |

Yangon Dated the day of

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

Sd:

U Myint Lwin, Advocate,
LL.B, DBL
Post Graduate Diploma in [illegible]
[illegible] of Marine [illegible]
No.162, 1st Floor, [illegible] Street
Kyauktada Township
Yangon, Myanmar

ပုံစံ ( ၆ )

# အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၂၀  ခုနှစ်၊  လ  ရက်

အကြောင်းအရာ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း**

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် ------------------------------------------

(ခ) ကုမ္ပဏီအမည် ------------------------------------------

(ဂ) လုပ်ငန်းအမျိုးအစား ------------------------------------------

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်) ------------------------------------------

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် ------------------------------------------

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/နိုင်ငံကူးလက်မှတ် အမှတ် ------------------------------------------

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ ------------------------------------------

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ ------------------------------------------

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

Form (6)

**Tax Incentive Application**

To

**Chairman**

**Myanmar Investment Commission**

Ref. No:

Dated: 5 June 2017

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 Myanmar Investment Law:

1. Applicant

(a) Name of Investor .Daw Thin Thin Myat .-

(b) Name of Company **Apex Rubber International Company Limited**

(c) Type of Business Manufacturing of foot wears on CMP basis......

(d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement it still processing, please describe the information.)

--**We are still processing in MIC Endorsement**-----------------------------------

2. If investor doesn't submit by himself/herself, the applicant's;

(a) Name of contact Person ---------------------------------------

(b) National Registration Card No/Passport No ---------------------------------------

(c)

3. Construction period or Preparatory period **(6) months after MIC Endorsement..**

4. Commencement date for commercial operation **(6) months after MIC Endorsement**

5. Applied for the following tax incentive:

**(a) Exemption or Relief under section 75(a)**

**(b) Applies for tax incentive under section 77(a),(b)and (d)**

(-) ------------------------------------------------------------

(-) ------------------------------------------------------------

**Note:** The application must specify precise tax incentives applied for.

6. If the investor applies for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96.

**Zone(1) Myawaddy Industrial Zone, Karen State, Republic Union of Myanmar**.

7. If the investor applies for tax incentive under section 77(a) and (d), please fill the information in schedule (1).
**(Please see attachment)**.

8. If the investor applies for tax incentive under section 77(b), Please state the following information and fill in schedule (2):
(a) An expected amount as per year to be earned from the investment -

**(Please see attachment)**.

(b) Foreign Currency from export as per year -

**(Please see attachment)**.

9. If the investor apply for tax incentive under section 78 (a), please state the following information in accordance with rule 99:
(a) Please describe, which financial year the profits are reinvested by the investor
**(Nil )**
(b) Please describe which financial year the profits are reinvested by the investor.
**(Nil)**
(c) Please describe the amount of reinvestment ----------------------------------------
**(Nil)**

10. If the investor apply for tax incentive under section 78(b), please describe the following information:
(a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.
(b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor applies for tax incentive under section 78(c), provide an itemized list of actual research and development expenses for the current financial year.

| | |
|---|---|
| Signature | ---------------------------------- |
| Name of Investor | Daw Thin Thin Myat |
| Designation | Promotor |

**Attachment:**

- Form-6 , Schedule (1 ) and (2 )
- Catalogue of Machine, Equipment
- Production and Income Statement
- Annual Raw Material Requirement

**SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED**

Sewing Machine

| NO. | LIST OF ITEM | HS CODE (WITH FORU DIGIT) | UNIT | QUANTITY | UNIT PRICE (USD) | TOTAL VALUE | SOURCE | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | LOCAL | IMPORT |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Post Bed Single Needle Sewing machine PB1(FM-8810) | 8452 | PCS | 96 | 1,634 | 156,891 | | Import |
| 2 | Post Bed Double Needle Sewing machine PB2(FM-8820) | 8452 | PCS | 32 | 1,840 | 58,880 | | Import |
| 3 | Sewing machine ZAG(B-652 ) | 8453 | PCS | 40 | 1,191 | 47,657 | | Import |
| 4 | Computer Programming Sewing machine JUKI(1510) | 8453 | PCS | 4 | 11,154 | 44,617 | | Import |
| 5 | Computer Programming Sewing machine JUKI(1306) | 8452 | PCS | 4 | 10,411 | 41,646 | | Import |
| 6 | Flat Bed Single Needle Sewing machine FB1 (DDL-8100EH/TSIW) | 8452 | PCS | 2 | 483 | 966 | | Import |
| 7 | Sewing machine ZAG(B-652 ) | 8453 | PCS | 8 | 1,189 | 9,509 | | Import |
| 8 | Sewing machine PB1(FM-8810) | 8452 | PCS | 32 | 1,634 | 52,297 | | Import |
| 9 | Cylinder Bed Sewing machine (CU) (Binding) | 8453 | PCS | 2 | 911 | 1,823 | | Import |
| Total | | | | 220 | | 414,286 | | |

Note: All items are brand new.

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED

## Cutting Machine

| NO. | LIST OF ITEM | HS CODE (WITH FORU DIGIST) | UNIT | QUANTITY | UNIT PRICE (USD) | TOTAL VALUE | SOURCE | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | LOCAL | IMPORT |
| | 1 | 2 | 3 | | 5 | 6 | 7 | 8 |
| 1 | HDY. PALNE CUTTING M/C ( CF - 526 ) ( 30 T ) | 8465 | PCS | 16 | 7,257 | 116,114 | | Import |
| 2 | HDY. SWING ARM CUTTING M/C ATOM ( 20 T ) | 8453 | PCS | 6 | 5,377 | 32,263 | | Import |
| 3 | HDY. TRAVELING HAED CUTTING M/C ATOM ( 20 T ) | 8453 | PCS | 8 | 10,789 | 86,309 | | Import |
| 4 | BANDNNIFF SPLITTING M/C | 8453 | PCS | 1 | 15,106 | 15,106 | | Import |
| 5 | SKIVING M/C | 8453 | PCS | 10 | 977 | 9,771 | | Import |
| 6 | EDGD BUFFING M/C | 8468 | PCS | 2 | 2,866 | 5,731 | | Import |
| 7 | HIGH FREQUENCY WEDING M/C 10 kW. | 8468 | PCS | 4 | 5,337 | 21,349 | | Import |
| 8 | HOT MELT (CEMENTING) M/C | 8479 | PCS | 20 | 1,194 | 23,886 | | Import |
| 9 | HAMMER M/C | 8465 | PCS | 12 | 1,471 | 17,657 | | Import |
| 10 | BACCKPART MODLING M/C | 8453 | PCS | 8 | 10,229 | 81,829 | | Import |
| TOTAL | | | | 87 | | 410,014 | | |

Note: All items are brand new.

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED

Assembly Machine

| NO. | LIST OF ITEM | HS CODE (WITH FOUR DIGIT) | UNIT | QUANTITY | UNIT PRICE (USD) | TOTAL VALUE | SOURCE LOCAL | SOURCE IMPORT |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 1 | AUTO HUMID VAMP HAETING M/C | 8443 | PCS | 4 | 2,943 | 11,771 | | Import |
| 2 | HYD. TOE LASTING M/C | 8453 | PCS | 2 | 22,771 | 45,543 | | Import |
| 3 | HYD. HEEL LASTING M/C | 8453 | PCS | 4 | 11,200 | 44,800 | | Import |
| 4 | HYDRAULIC PRESS M/C (KDS -4 ) | 8451 | PCS | 4 | 20,471 | 81,886 | | Import |
| 5 | HYDRAULIC PRESS M/C (FCYM-5866 ) | 8479 | PCS | 4 | 3,743 | 14,971 | | Import |
| 6 | METAL DETECTER MACHINE | 8543 | PCS | 2 | 5,180 | 10,360 | | Import |
| 7 | CONWAY ASSEMBLY (46 M.) | 8466 | PCS | 2 | 63,143 | 126,286 | | Import |
| 8 | BACK-PART MOLDING M/C | 8453 | PCS | 4 | 10,214 | 40,857 | | Import |
| 9 | ( GC 0302 ) TOE GATHERING TAPE M/C | 8441 | PCS | 4 | 751 | 3,006 | | Import |
| 10 | SLIP LAST SEWING MACHINE | 8501 | PCS | 8 | 1,143 | 9,143 | | Import |
| 11 | UV 4 LASTER MACHINE | 8456 | PCS | 1 | 10,220 | 10,220 | | Import |
| 12 | ( 2/UV.,8/sts ) EDGE TRIMING M/C | 8453 | PCS | 10 | 600 | 6,000 | | Import |
| 13 | SOLE MARKING MACHINE | 8453 | PCS | 4 | 597 | 2,389 | | Import |
| 14 | PUNCHING MACHINE | 8462 | PCS | 4 | 480 | 1,920 | | Import |
| 15 | DOUBLE EYELET FASTENING M/C | 8453 | PCS | 4 | 2,903 | 11,611 | | Import |
| 16 | ROUGHING MACHINE | 8453 | PCS | 4 | 1,809 | 7,234 | | Import |
| 17 | VACUUM CLEANER | 8508 | PCS | 4 | 497 | 1,989 | | Import |
| 18 | Direct vulcanized machine set | 8477 | PCS | 12 | 15,714 | 188,571 | | Import |
| | Total | | | 81 | | 618,557 | | Import |

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENTS NEEDED ( Other Equipment)

| NO. | LIST OF ITEM | HS CODE (WITH FOUR DIGIT) | UNIT | QUANTITY | UNIT PRICE | TOTAL VALUE | SOURCE | |
|---|---|---|---|---|---|---|---|---|
| | | | | | (USD) | | LOCAL | IMPORT |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Trash Rack | 7308 | PCS | 24 | 100 | 2,400 | | Import |
| 2 | Cutting Die Shelf | 8441 | PCS | 24 | 337 | 8,091 | | Import |
| 3 | Tra-Hean Stand ( TRA-HEAD ) | 2710 | PCS | 8 | 337 | 2,697 | | Import |
| 4 | CF-526 Stand ( CF-526 ) | 8523 | PCS | 16 | 337 | 5,394 | | Import |
| 5 | Swing Arm Stand ( SWING ARM ) | 8714 | PCS | 6 | 191 | 1,149 | | Import |
| 6 | HOT PRESS MACHING ( 400X400m.m.) | 8465 | PCS | 2 | 2,289 | 4,577 | | Import |
| 7 | SIZE LABLE HOT PRESS MACHINE | 8451 | PCS | 3 | 1,677 | 5,031 | | Import |
| 8 | QC TABLE | 8479 | PCS | 32 | 411 | 13,166 | | Import |
| 9 | MULTI-PURPOSE TABLE | 9403 | PCS | 32 | 609 | 19,474 | | Import |
| 10 | WORKING TABLE | 9403 | PCS | 12 | 246 | 2,949 | | Import |
| 11 | MATERIAL CART | 8716 | PCS | 100 | 366 | 36,571 | | Import |
| 12 | WORKING CHAIR | 9403 | PCS | 192 | 46 | 8,777 | | Import |
| 13 | WORKING CHAIR | 9403 | PCS | 48 | 46 | 2,194 | | Import |
| 14 | WORKING CHAIR | 9403 | PCS | 48 | 46 | 2,194 | | Import |
| 15 | NIR / TOWER DRYER (HEATING OVER) | 8516 | PCS | 4 | 7,629 | 30,514 | | Import |
| 16 | STEAMER MACHINE | 8451 | PCS | 2 | 1,989 | 3,977 | | Import |
| 17 | STEAMER MACHINE | 8451 | PCS | 2 | 1,986 | 3,971 | | Import |
| 18 | JETSETTER M/C | 8452 | PCS | 2 | 1,680 | 3,360 | | Import |
| 19 | CHILL MASTER | 8453 | PCS | 4 | 10,686 | 42,743 | | Import |
| 20 | SOCK PRESSING M/C | 8453 | PCS | 4 | 1,069 | 4,274 | | Import |
| 21 | INSOLE TABLE | 7323 | PCS | 4 | 703 | 2,811 | | Import |
| 22 | UV STERILIZER M/C | 8419 | PCS | 2 | 7,629 | 15,257 | | Import |
| 23 | MARKING M/C | 8456 | PCS | 10 | 7,631 | 76,314 | | Import |
| 24 | WORKING TABLE | 9403 | PCS | 10 | 303 | 3,029 | | Import |
| 25 | ( 20 / line ) WORKING CHAIR | 9401 | PCS | 80 | 49 | 3,886 | | Import |
| 26 | PRODUCTION LINE FENCE | 8477 | PCS | 2 | 5,171 | 10,343 | | Import |
| 27 | LACE SHELF | 3926 | PCS | 4 | 291 | 1,166 | | Import |
| 28 | SOCK SHELF | 9403 | PCS | 4 | 460 | 1,840 | | Import |
| 29 | FOOTFORM INSERT TABLE | 9403 | PCS | 4 | 200 | 800 | | Import |
| 30 | INSPECTION TABLE | 8466 | PCS | 8 | 766 | 6,126 | | Import |
| 31 | Finishing TABLE | 8460 | PCS | 4 | 766 | 3,063 | | Import |
| 32 | (AVG 6 /LINE) 1=50 prs LAST TROLLY | 3926 | PCS | 24 | 460 | 11,040 | | Import |
| 33 | TOWER DRYER | 8477 | PCS | 3 | 7,631 | 22,894 | | Import |
| 34 | CHILL MASTER(UV1) | 8465 | PCS | 1 | 10,657 | 10,657 | | Import |
| 35 | MULTI-PURPOSE TABLE | 9403 | PCS | 2 | 1,986 | 3,971 | | Import |
| 36 | EDGE BUFFING M/C WITH CYCLONE | 8453 | PCS | 2 | 1,191 | 2,383 | | Import |
| 37 | JETSETTER M/C | 8465 | PCS | 1 | 4,580 | 4,580 | | Import |
| 38 | SCREW AIR COMPRESSOR 78 KW MODEL : C | 8414 | PCS | 1 | 22,589 | 22,589 | | Import |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 39 | POWER DRYET | 8479 | PCS | 1 | 4,580 | 4,580 | | Import |
| 40 | POWER FILTER CO,PLETED SET MODEL : RSG | 8412 | PCS | 1 | 551 | 551 | | Import |
| 41 | POWER FILTER CO,PLETED SET MODEL : RSG | 8412 | PCS | 1 | 551 | 551 | | Import |
| 42 | ALR RECEIVER TANK 5000 LITRES | 8414 | PCS | 1 | 3,971 | 3,971 | | Import |
| 43 | UPPER TROLLY | 8428 | PCS | 120 | 671 | 80,571 | | Import |
| 44 | OUTSOLE TROLLY | 6401 | PCS | 80 | 517 | 41,371 | | Import |
| 45 | PACKING TROLLY | 4202 | PCS | 80 | 457 | 36,571 | | Import |
| 46 | CUTTING KNIVES SHELF | 8302 | PCS | 24 | 609 | 14,606 | | Import |
| 47 | JIG SHELF | 8466 | PCS | 24 | 457 | 10,971 | | Import |
| **Sub Total** | | | | | | ###### | | |
| **Total Machinery and Equipments** | | | | **2042857** | | | | |

Note: **All items are brand new.**

Apex Rubber International Co.,Ltd

Annual Raw Material Requirement (To be Imported)

| Sr.No. | Particulars | HS Code | A/U | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 months) | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| Direct Material | | | | | | | | | | | |
| I | Material Used | | Unit | | | | | | | | |
| 1 | Leather | 4107 | sq.f | | | 115,959 | 498,750 | 498,750 | 748,125 | 822,938 | 822,938 |
| 2 | Eyelet | 8308 | set | | | 5,425,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 |
| 3 | Thread | 5401 | core | | | 12,206 | 25,200 | 25,200 | 30,240 | 30,240 | 30,240 |
| 4 | Footform | 4823 | pcs. | | | 1,364,000 | 2,112,000 | 2,112,000 | 2,112,000 | 2,112,000 | 2,112,000 |
| 5 | Fabric | 6005 | M. | | | 67,813 | 175,000 | 175,000 | 262,500 | 288,750 | 288,750 |
| 6 | Shoe lace | 6307 | pairs | | | 682,000 | 1,760,000 | 1,760,000 | 2,640,000 | 2,640,000 | 2,640,000 |
| 7 | Chemical sheet | 3920 | sheet | | | 61,031 | 262,500 | 262,500 | 393,750 | 393,750 | 393,750 |
| 8 | Wrapping paper | 4811 | pcs. | | | 678,125 | 1,225,000 | 1,225,000 | 1,225,000 | 1,225,000 | 1,225,000 |
| 9 | Foam | 9611 | M. | | | 637,438 | 987,000 | 987,000 | 987,000 | 987,000 | 987,000 |
| 10 | Fabric laminated with foam | 6404 | M. | | | 122,760 | 158,400 | 158,400 | 158,400 | 158,400 | 158,400 |
| 11 | Heat transfer logo | 4819 | pcs. | | | 813,750 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 |
| 12 | Rubber outsole | 4802 | prs. | | | 813,750 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 | 1,050,000 |
| 13 | Outer carton | 4821 | pcs. | | | 169,531 | 218,750 | 218,750 | 218,750 | 218,750 | 218,750 |
| 14 | Stuffing paper | 3506 | pcs. | | | 4,068,750 | 5,250,000 | 5,250,000 | 5,250,000 | 5,250,000 | 5,250,000 |
| 15 | Sticker | 3926 | pcs. | | | 1,356,250 | 1,750,000 | 1,750,000 | 1,750,000 | 1,750,000 | 1,750,000 |
| 16 | Cement and primer | 3506 | prs. | | | 406,875 | 525,000 | 525,000 | 525,000 | 525,000 | 525,000 |
| | **Total** | | | | | **16,795,238** | **34,547,600** | **34,547,600** | **35,900,765** | **36,001,828** | **36,001,828** |
| II | Price | | USD per | | | | | | | | |
| 1 | Leather | | sq.f | | | 2.60 | 2.60 | 2.60 | 2.60 | 2.60 | 2.60 |
| 2 | Eyelet | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 3 | Thread | | core | | | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| 4 | Footform | | pcs. | | | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 5 | fabric | | M. | | | 2.00 | 2.20 | 2.20 | 2.20 | 2.40 | 2.40 |
| 6 | shoe lace | | pairs | | | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 |
| 7 | chemical sheet | | sheet | | | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 | 11.00 |
| 8 | wrapping paper | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 9 | Foam | | M. | | | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 |
| 10 | Fabric laminated with foam | | M. | | | 1.00 | 1.20 | 1.20 | 1.20 | 1.40 | 1.40 |
| 11 | Heat transfer logo | | pcs. | | | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 | 0.02 |
| 12 | Rubber outsole | | prs. | | | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 |
| 13 | Outer carton | | pcs. | | | 1.16 | 1.16 | 1.16 | 1.16 | 1.16 | 1.16 |
| 14 | Stuffing paper | | pcs. | | | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 |
| 15 | Sticker | | pcs. | | | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 | 0.04 |
| 16 | Cement and primer | | prs. | | | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 | 0.30 |
| III | Cost Used (USD) | | USD | | | | | | | | |
| 1 | Leather | | USD | | | 301,494 | 1,296,750 | 1,296,750 | 1,945,125 | 2,139,638 | 2,139,638 |
| 2 | Eyelet | | USD | | | 108,500 | 350,000 | 350,000 | 350,000 | 350,000 | 350,000 |
| 3 | Thread | | USD | | | 61,031 | 126,000 | 126,000 | 151,200 | 151,200 | 151,200 |

Apex Rubber International Co.,Ltd

Annual Raw Material Requirement (To be Imported)

| Sr.No. | Particulars | HS Code | A/U | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 months) | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| 4 | Footform | | USD | | | 272,800 | 422,400 | 422,400 | 422,400 | 422,400 | 422,400 |
| 5 | fabric | | USD | | | 135,625 | 385,000 | 385,000 | 577,500 | 693,000 | 693,000 |
| 6 | shoe lace | | USD | | | 136,400 | 352,000 | 352,000 | 528,000 | 528,000 | 528,000 |
| 7 | chemical sheet | | USD | | | 671,344 | 2,887,500 | 2,887,500 | 4,331,250 | 4,331,250 | 4,331,250 |
| 8 | wrapping paper | | USD | | | 13,563 | 24,500 | 24,500 | 24,500 | 24,500 | 24,500 |
| 9 | Foam | | USD | | | 1,529,850 | 2,368,800 | 2,368,800 | 2,368,800 | 2,368,800 | 2,368,800 |
| 10 | Fabric laminated with foam | | USD | | | 122,760 | 190,080 | 190,080 | 190,080 | 221,760 | 221,760 |
| 11 | Heat transfer logo | | USD | | | 16,275 | 21,000 | 21,000 | 21,000 | 21,000 | 21,000 |
| 12 | Rubber outsole | | USD | | | 1,057,875 | 1,365,000 | 1,365,000 | 1,365,000 | 1,365,000 | 1,365,000 |
| 13 | Outer carton | | USD | | | 196,656 | 253,750 | 253,750 | 253,750 | 253,750 | 253,750 |
| 14 | Stuffing paper | | USD | | | 40,688 | 52,500 | 52,500 | 52,500 | 52,500 | 52,500 |
| 15 | Sticker | | USD | | | 54,250 | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 |
| 16 | Cement and primer | | USD | | | 122,063 | 157,500 | 157,500 | 157,500 | 157,500 | 157,500 |
| | Total | | | - | - | 4,841,173 | 10,322,780 | 10,322,780 | 12,808,605 | 13,150,298 | 13,150,298 |

# Apex Rubber International Co.,Ltd
## Norm Material Requirement for Production

| Brand : KEEN | Name : ELSA BOOT | |
|---|---|---|
| Raw materials for ELSA BOOT | A/U | Average Usage for 1 Pairs |
| Leather | sq.f | 0.27 |
| Eyelet | set | 7.71 |
| Thread | core | 0.01 |
| Footform | pcs. | 1.12 |
| Fabric | M. | 0.10 |
| Shoe lace | pairs | 1.01 |
| Chemical sheet | sheet | 0.14 |
| Wrapping paper | pcs. | 0.62 |
| Foam | M. | 0.52 |
| Fabric laminated with foam | M. | 0.09 |
| Heat transfer logo | pcs. | 0.59 |
| Rubber outsole | prs. | 0.59 |
| Outer carton | pcs. | 0.12 |
| Stuffing paper | pcs. | 2.96 |
| Sticker | pcs. | 1.00 |
| Cement and primer | prs. | 0.30 |
| | | |

# Apex Rubber International Co.,Ltd
## Production and Income Statement

| Sr. No. | Particular | HS Code | Unit | Year | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 (6 months) | Year 2 (6 months) | Year 3 | Year 4 | Year 5 | Year 6 to 10 | Year 11 to 20 |
| | **Production Line** | | | | | | | | | | |
| 1 | Cold cement 1 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 2 | Cold cement 2 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 3 | Cold cement 3 | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| 4 | Cold cement 4 | 6404 | Pair | 240,000 | 180,000 | 180,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 |
| | | | | | | | | | | | |
| 5 | DVP 1 (6 set) | 6404 | Pair | 36,000 | 18,000 | 18,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 36,000 | 18,000 | 18,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 |
| | | | | | | | | | | | |
| 7 | Vulcanized | 6404 | Pair | 360,000 | 180,000 | 180,000 | 360,000 | 360,000 | 720,000 | 720,000 | 720,000 |
| | **Total** | | | **1,752,000** | **936,000** | **936,000** | **1,872,000** | **1,872,000** | **2,232,000** | **2,232,000** | **2,232,000** |
| | | | | | | | | | | | |
| | **Price(Per Pair)** | | | **USD** | | **USD** | **USD** | **USD** | **USD** | **USD** | **USD** |
| 1 | Cold cement 1 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 2 | Cold cement 2 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 3 | Cold cement 3 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 4 | Cold cement 4 | 6404 | Pair | 3.43 | 3.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| | | | | | | | | | | | |
| 5 | DVP 1 (6 set) | 6404 | Pair | 3.14 | 3.14 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 3.14 | 3.14 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 | 11.43 |
| | | | | | | | | | | | |
| 7 | Vulcanized | 6404 | Pair | 3.14 | 3.14 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |
| | | | | | | | | | | | |
| | **Revenue** | | | USD | | USD | USD | USD | USD | USD | USD |
| 1 | Cold cement 1 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 2 | Cold cement 2 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 3 | Cold cement 3 | 6404 | Pair | 1,234,286 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| 4 | Cold cement 4 | 6404 | Pair | 822,857 | 617,143 | 2,057,143 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 | 4,114,286 |
| | | | | | | | | | | | |
| 5 | DVP 1 (6 set) | 6404 | Pair | 113,143 | 56,571 | 205,714 | 411,429 | 411,429 | 411,429 | 411,429 | 411,429 |
| 6 | DVP 2 (6 set) | 6404 | Pair | 113,143 | 56,571 | 205,714 | 411,429 | 411,429 | 411,429 | 411,429 | 411,429 |
| | | | | | | | | | | | |
| 7 | Vulcanized | 6404 | Pair | 1,131,429 | 565,714 | 1,800,000 | 3,600,000 | 3,600,000 | 7,200,000 | 7,200,000 | 7,200,000 |
| | | | | | | | | | | | |
| | Total | | | 5,883,429 | 3,147,429 | 10,440,000 | 20,880,000 | 20,880,000 | 24,480,000 | 24,480,000 | 24,480,000 |

ပုံစံ (၇-က)

# မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း ..........

(ခ) ဧရိယာအကျယ်အဝန်း ..........

(ဂ) တည်နေရာ ..........

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) ..........

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ ..........

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ ..........

(ဆ) မြေအမျိုးအစား ..........

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း ..........

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ..........

(ဂ) နေရပ်လိပ်စာ ..........

..........

Form (7-A)

# Application form for Land Rights Authorization

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. 5 July 2017

Subject: **Application for Land Lease or Land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of land/building
   - (a) Name of owner/organization – **Daw Thin Thin Myat (Apex World International Company Limited)**
   - (b) Area **-3.594 acre ( 14544.398 sq.m)**
   - (c) Location- **Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myanmar District, Karen State, Myanmar.**
   - (d) Initial period permitted - to use the land (Validity of land grant) **30 Year**
   - (e) Payment of long term lease as equity Yes ( ) No **-NO**
   - (f) Agreed by Original Lessor Yes (**Yes**) No **-Yes**
   - (g) Type of Land - **-Industrial Grant Land**

2. Lessor

(a) Name/ Company's name/Department /organization: **Apex World International Company Limited**

(b) National Registration Card No – **(Company Registration No-1621/2004-2005)**

(c) Address – **C/35, Bogyoke Street, 2nd Quarter, Myawaddy Township, Myawaddy District, Karen State, Republic of the Union of Myanmar.**

3. Lessee

(a) Name/ Company's name/ Department/organization **Apex Rubber International Company Limited**

(b) National Registration Card No/Passport No **-Nil**

(c) Citizenship **–incorporated in Myanmar**

(d) Address **-Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myanmar District, Karen State, Myanmar.**

4. Particulars of the proposed Land Lease

(a) Type of Investment **–Joint Venture Company**

(b) Investment Location (s) **-Plot No (6), Myawaddy Economic Zone, Myawaddy Township, Myawaddy District, Karen State, Myanmar**

(c) Location (Ward, Township, State/Region) **-Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myanmar District, Karen State, Myanmar.**

(d) Area of Land- **3.594 acre**

(e) Size and Number of Building (s)-**3.594 acre and please see the attach number (1)**

(f) Value of Building -**USD 2,040,000/-**

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land map and Land Lease Agreement (Draft)

   -**Please see attachment (2) and (3).**
6. Whether it is sub-leased from the following person in regarding to Land Lease or not-
   - ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
   - ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.
7. Land/Building lease rate (per square meter per year) –**Land Lease Rate- USD4.12 per square meter per year.**
8. Land Use Premium – (LUP) (if it is lease from the land belonged to Government Department/Organization, the LUP shall be paid in cash by the lessee.)
   Rate per Acre: -**Nil**
9. Whether it is agreed by original land Lessor land tenant not -**Yes**
10. Proposed land or building use/lease Period -**30 Years.**
11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone)

    -**Plot No (6), Myawaddy Economic Zone, Myawaddy Township Myanmar District, Karen State, Myanmar.**

Signature - [signature]
Name Of Investor - Daw Thin Thin Myat
Designation - Promoter
Department/Company-Apex World International Company Limited

Attachment

(1) Size and Building and Photos
(2) Land Ownership Documents
(3) Land Lease Agreement (Draft)

မြဝတီမြို့ အဆင့်မြင့်မြို့ပြစီမံကိန်းအကောင်အထည်ဖော်ရေးဦးဆောင်ကော်မတီ
မြဝတီခရိုင်-မြဝတီမြို့

စာအမှတ်၊ ၄ / ၄ - ၄၀၇ / ဆောက် ၃
ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇန်နဝါရီလ ၆ ရက်

သို့

ဒေါ်သင်းသင်းမြတ်
Managing Director, Apex World International Co.,Ltd
မြဝတီမြို့

အကြောင်းအရာ။ မြေငှားရမ်းခွင့်ပြုထားပေးခြင်း

အမိန့်အာဏာ ။
(၁) ကရင်ပြည်နယ်အစိုးရအဖွဲ့၏(၁၂-၁၁-၂၀၁၆)ရက်စွဲပါ စာအမှတ်၊ ၂၀၀/၇-၁၄/ ဦး ၆ (၁၀၆၆၄)
(၂) ကရင်ပြည်နယ်အစိုးရအဖွဲ့၏(၃-၁၂-၂၀၁၆)ရက်စွဲပါ စာအမှတ်၊ ၂၀၀/၇-၁၄/ ဦး ၆
(၃) ကရင်ပြည်နယ်အစိုးရအဖွဲ့၏(၁၆-၁၂-၂၀၁၆)ရက်စွဲပါ စာအမှတ်၊ ၂၀၀/၇-၁၄/ ဦး ၆ (၅၅၅၈၅)

မြဝတီမြို့နယ်တွင် ညီနောင်ဦးကုမ္ပဏီမှ(Developer)အဖြစ် တာဝန်ယူဖော်ထုတ်ထားသော မြဝတီစီးပွားရေးဇုန်(စွင့်ပြုမိန့်အမှတ်၊ မနသ-၁၀၄၉/၂၀၁၅) မြေကွက်များအား Apex World International Co.,Ltd ၊ Managing Director ဒေါ်သင်းသင်းမြတ်၊ ၃/မဝတ(နိုင်)၀၀၂၀၁၂ မှ (၂၆-၁-၂၀၁၆)ရက်နေ့တွင် ညီနောင်ဦးကုမ္ပဏီထံမှ ငွေအပြေအကြေပေးချေဝယ်ယူပြီးဖြစ်ကြောင်း ညီနောင်ဦးကုမ္ပဏီမှ ကရင်ပြည်နယ်အစိုးရအဖွဲ့သို့ထောက်ခံတင်ပြမှုအရ ကရင်ပြည်နယ်အစိုးရအဖွဲ့၏ (၂၃.၁၁.၂၀၁၆) ရက်နေ့တွင်ကျင်းပပြုလုပ်သော အစည်းအဝေးအမှတ်စဉ်(၃၂/၂၀၁၆) ဆုံးဖြတ်ချက်အပိုဒ်(၅)ဖြင့် မြေပေးမိန့်ထုတ်ပေးသွားရန် အမိန့်အာဏာအရ မြဝတီစီးပွားရေးဇုန်၊ အကွက်အမှတ်(၆)အတွင်းမှ မြေကွက်အမှတ်(၉) ဦးပိုင်အမှတ်(၁၅) မြေဧရိယာ(၀.၉၂၂)ဧက၊ မြေကွက်အမှတ်(၁၂) ဦးပိုင်အမှတ်(၁၆) မြေဧရိယာ(၀.၉၂၄)ဧက၊ မြေကွက်အမှတ်(၂၉) ဦးပိုင်အမှတ်(၁၇) မြေဧရိယာ(၀.၉၁၇)ဧက၊ မြေကွက်အမှတ်(၂၃) ဦးပိုင်အမှတ်(၁၈) မြေဧရိယာ(၀.၈၃၁)ဧက၊ စုစုပေါင်းဧရိယာ(၃.၅၉၄) ဧကအား ဒေါ်သင်းသင်းမြတ်၊ ၃/မဝတ(နိုင်) ၀၀၂၀၁၂ သို့စီးပွားရေးလုပ်ငန်းလုပ်ကိုင်ရန်အတွက် မြေငှားရမ်းခွင့်ပြုထားပေးလိုက်သည်။

ဥက္ကဋ္ဌ
( လွင်ကိုဦး၊ ပ/၅၀၀၃ )
မြဝတီမြို့ အဆင့်မြင့်မြို့ပြစီမံကိန်းအကောင်အထည်
ဖော်ရေးဦးဆောင်ကော်မတီ

မိတ္တူကို-
- မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ မြဝတီမြို့။
- ရုံးလက်ခံ။

Land Borrow License - 19

K 500

**Land Revenue II**

Lease I &I (a)

## Form of Lease of Town Lands with The Power of Renewal up to Ninety Years.

*(Rule 51 A of the Rules under the Upper Burma Town and Village Lands Act...)*

*(Rule 29 of the Rules under the Lower Burma Town and Village Lands Act...)*

Revenue Proceeding No. V-၂၀/၂၀၁၇-၂၀၁၈ ၂၀၁၇-၂၀၁၈

Myawaddy District office, Kayin State.

ဒေါ်သင်းသင်းမြတ်၏မြေငှားဂရန်

This Lease made the day ၈ of ဇွန်လ two thousand and ၁၇ between the Governor of Burma (hereinafter called 'the Lessor' which expression shall be taken to mean and include the said Governor of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part and ၃/မဝတ(နိုင်)၀၀၂၀၁၂ of ဒေါ်သင်းသင်းမြတ် son of ဦးမောင်မွေး hereinafter called "the Lessee" which expression shall be taken to mean and include the said ဒေါ်သင်းသင်းမြတ် his/her heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: ဒေါ်သင်းသင်းမြတ် WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his Lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said Land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of

ကော်လိပ်တော်အရာရှိ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မြဝတီမြို့

____မြဝတီစနိုင်____ as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land into the Lessee for the term of thirty years from the date of this lease with the option for the Lessee to renew this lease * for two successive terms of thirty year hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyats ____၁၁၃၂၀၈/-____ payable in advance on the third day of each year and the Lessee do in hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor.

1. To pay the said rent on the days and in the mariner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessment that now are or may hereafter during the said term b imposed upon the said Land or may buildings that may be erected thereupon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within ___၂___ months from the date hereof the building the measurements elevation and materials of which shall receive the previous approval # in writing of the Deputy Commissioner and to complete such building within ___၆___ months from the date hereof and during the currency of this lease to keep such buildings in good repair to the said Deputy Commissioner.

γ ALTERNATIVE

2. To erect upon the land within ___၆___ months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial as described in his application according to the rules and bye-laws which now are in force or hereafter may be in force under an Act governing the administration of urban areas in respect to materials to be used in and method of construction of buildings.

***Strike out Alternative not require.***

* *The word with the option ....... Hereinafter provided should be omitted at the accord renewal.

\# # In Municipal areas the building plans should also be submitted to the municipal Committee. (See Section 115.Burma Municipal Act, 1898.

γ γ The words a further term of this by year should be substituted at the first renewal.

3. Not to erect buildings more than 2/5 of the area of the said land.

4. Not to later the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

γ ALTERNATIVE

4. Not to erect any other building on the said land without first obtaining the consent in writing of the said Deputy Commissioner.

*Strike out alternative not require.*

5. Not to use the said land buildings that may be erected thereon during the said term for a lodging-house or for a coolly-barrack or for any other purpose than စက်မှု/စီးပွားလုပ်ငန်းလုပ်ကိုင်ရန် without the consent in writing of the said Deputy Commissioner. In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a coolly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this lease.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

7. To register all changes in the possession of the whole of the said land or of the buildings thereon whether by transfer, succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Ks. 100 and a further monthly penalty not exceeding Ks. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

γ γ The words a further term of this by year should be substituted at the first renewal.

8. That the said Deputy Commissioner and all persons action g under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall there upon quietly deliver up possession of the said land and building and fixtures that may then be thereon to the Lessor.

10. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

**And the Lessor doth hereby covenant with the Lessee.**

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said Land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed Lease of the said piece of Land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term

give to the Lessor three calendar months' previous notice in writing and rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to the observed and performed up to the expiration of the said term Hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty ears at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant for renewal.

13. Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of disputed be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

IN WITNESS WHERE OF ခရိုင်အုပ်ချုပ်ရေးမှူး၊ မြဝတီခရိုင် acting for and on behalf of the Governor of Myanmar (Burma) and ဒေါ်သင်းသင်းမြတ်၊ အမှတ်(၂)ရပ်ကွက်၊ မြဝတီမြို့ have hereunto set their hands.

## THE SCHEDULE ABOVE REFERRED TO

All that piece of land situate in the သထံနီးညီနောင်ကျေးရွာ ward of the town of မြဝတီမြို့နယ် known as lot No. ဗ–စီးပွားရေးမှန်အကွက် in Block NO. ဦးပိုင်အမှတ်(၁၅) Containing မြေဧရိယာ (၀.၈၂၂)ဧက or thereabouts bounded as follows.

North - လမ်း

South - မြေကွက်အမှတ် (၁၆)

East - မြေကွက်အမှတ် (၂၂)

West - မြေကွက်အမှတ် (၁၄)

And shown in the annexed plan marked red.

Signed by the said in the presence of Witnesses,

မြို့နယ်အုပ်ချုပ်ရေးမှူး
( မြိုးလော်ကိုကို၊ ပ/၇၁၅၀ )

Signed by the said in the presence of Witnesses,

ဒေါ်သင်းသင်းမြတ်
၇/မဝတ(နိုင်)၀၀၂၀၁၂

မြေတိုင်းပုံစံ-၁၀၅

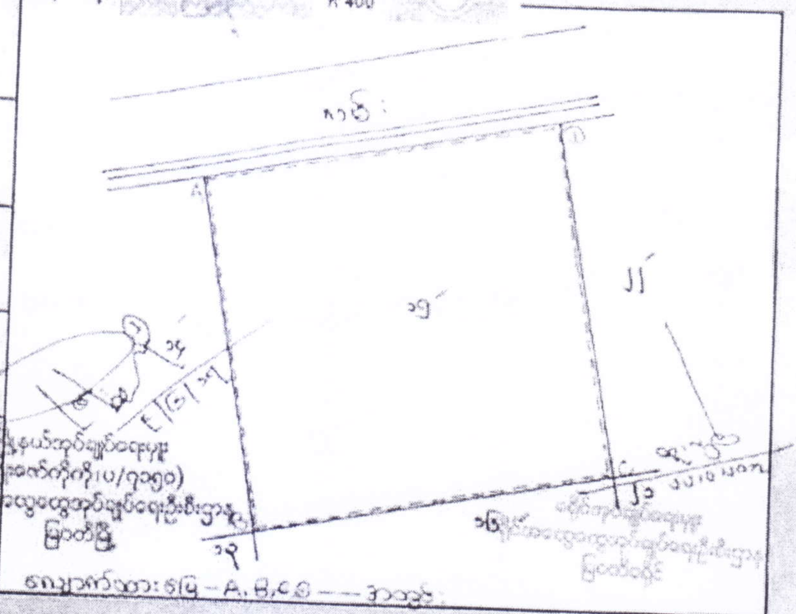
2016- 087052

# မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သောလက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ

DALMS

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် နိုင်ငံ့ဝန်ထမ်းတံဆိပ်ခေါင်း ၄၀၀ကျပ် K 400

| | |
|---|---|
| တိုင်းဒေသကြီး / ပြည်နယ် — ကရင် | |
| ခရိုင် — မြဝတီ | |
| မြို့နယ် / မြို့နယ်ခွဲ — မြဝတီ | |
| ရပ်ကွက် / ကျေးရွာအုပ်စု | |
| ကွင်း / အကွက်အမှတ်နှင့်အမည် | |
| ဦးပိုင်အမှတ် / မြေကွက်အမှတ် — ၁၅ | |



| ဦးပိုင် အမှတ် | အစွန်စည်းကြပ်ခံရသူ / ပိုင်ရှင် / ဂရန်ရှင် / အငှားဂရန်ရှင် အမည် | ပိုင်ဆိုင်မှု | မြေမျိုးနှင့် အတန်း | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| ၁၅ | - | A | ၀A | ၀.၆၂၂ | |
| | | | | | |
| | | | | | |
| | | | | | |

| | |
|---|---|
| ရေးကူးပေးသည့်အကြောင်းအရာ | မြေငှားဂရန် လျှောက်ထားရန်။ |

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - [illegible]

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၄ . ၃ . ၂၀၁၇

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၃၀ . ၃ . ၂၀၁၇

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆ - ၁၇) ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာမြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် - [signature]

နေ့စွဲ - မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန မြဝတီမြို့နယ်

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူး လက်မှတ် - [signature]

နေ့စွဲ -

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန မြဝတီမြို့နယ်

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ် [signature] နေ့စွဲ 3 0 MAR 2017

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန မြဝတီမြို့

K 500

**Land Revenue II**

**Lease I &I (a)**

## Form of Lease of Town Lands with The Power of Renewal up to Ninety Years.

*(Rule 51 A of the Rules under the Upper Burma Town and Village Lands Act..)*

*(Rule 29 of the Rules under the Lower Burma Town and Village Lands Act..)*

Revenue Proceeding No. V - ၂၆/ ၂၀၀၇-၂၀၀၈ of ၂၀၀၇-၂၀၀၈

Myawaddy District office, Kayin State.

ဒေါ်သင်းသင်းမြတ်၏ မြေငှားဂရန်

This Lease made the day ၈ of ဇွန်လ two thousand and ၀၇ between the Governor of Burma (hereinafter called 'the Lessor' which expression shall be taken to mean and include the said Governor of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part and ၃/မဝတ(နိုင်)၀၀၂၀၁၂ of ဒေါ်သင်းသင်းမြတ် son of ဦးမောင်မွေး hereinafter called "the Lessee" which expression shall be taken to mean and include the said ဒေါ်သင်းသင်းမြတ် his/her heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: ဒေါ်သင်းသင်းမြတ် WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his Lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said Land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of

ကော်မီတီတော်အရ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မြဝတီခရိုင်

မြေတန်ဖိုးနှင့် as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land into the Lessee for the term of thirty years from the date of this lease with the option for the Lessee to renew this lease * for two successive terms of thirty year hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyats ၁၁၀၂၀၈/- payable in advance on the third day of each year and the Lessee do in hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor.

1. To pay the said rent on the days and in the mariner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessment that now are or may hereafter during the said term b imposed upon the said Land or may buildings that may be erected thereupon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within ၂ months from the date hereof the building the measurements elevation and materials of which shall receive the previous approval # in writing of the Deputy Commissioner and to complete such building within ၆ months from the date hereof and during the currency of this lease to keep such buildings in good repair to the said Deputy Commissioner.

γ ALTERNATIVE

2. To erect upon the land within ၆ months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial as described in his application according to the rules and bye-laws which now are in force or hereafter may be in force under an Act governing the administration of urban areas in respect to materials to be used in and method of construction of buildings.

***Strike out Alternative not require.***

* *The word with the option ....... Hereinafter provided should be omitted at the accord renewal.

\# # In Municipal areas the building plans should also be submitted to the municipal Committee. (See Section 115.Burma Municipal Act, 1898.

γ γ The words a further term of this by year should be substituted at the first renewal.

3 Not to erect buildings more than ၃/၄ of the area of the said land.

4 Not to later the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent

γ ALTERNATIVE

4 Not to erect any other building on the said land without first obtaining the consent in writing of the said Deputy Commissioner

*Strike out alternative not require.*

5 Not to use the said land buildings that may be erected thereon during the said term for a lodging house or for a coolly barrack or for any other purpose than စက်မှု/စီးပွားရေးလုပ်ငန်းလုပ်ကိုင်ရန် without the consent in writing of the said Deputy Commissioner. In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a coolly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this lease.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

7. To register all changes in the possession of the whole of the said land or of the buildings thereon whether by transfer, succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Ks. 100 and a further monthly penalty not exceeding Ks. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

γ γ The words a further term of this by year should be substituted at the first renewal.

8. That the said Deputy Commissioner and all persons action g under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall there upon quietly deliver up possession of the said land and building and fixtures that may then be thereon to the Lessor

10. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

**And the Lessor doth hereby covenant with the Lessee.**

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said Land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed Lease of the said piece of Land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term

give to the Lessor three calendar months' previous notice in writing and rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to the observed and performed up to the expiration of the said term Hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty ears at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant for renewal

13 Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of disputed be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

IN WITNESS WHERE OF ခရိုင်အုပ်ချုပ်ရေးမှူး၊ မြဝတီခရိုင် acting for and on behalf of the Governor of Myanmar (Burma) and ဒေါ်သင်းသင်းမြတ်၊ အမှတ်(၂)ရပ်ကွက်၊ မြဝတီမြို့ have hereunto set their hands.

## THE SCHEDULE ABOVE REFERRED TO

All that piece of land situate in the သထံန်းညီနောင်ကျေးရွာ ward of the town of မြဝတီမြို့နယ် known as lot No. ၆-စီးပွားရေးစုန်အကွက် in Block NO. ဦးပိုင်အမှတ်(၁၆) Containing မြေဧရိယာ (၀.၉၂၄)ဧက or thereabouts bounded as follows.

North - မြေကွက်အမှတ် (၁၅)

South - မြေကွက်အမှတ် (၁၇)

East - မြေကွက်အမှတ် (၂၁)

West - မြေကွက်အမှတ် (၁၃)

And shown in the annexed plan marked red.

Signed by the said in the presence of Witnesses.

မြို့နယ်အုပ်ချုပ်ရေးမှူး
( မြိုးဇော်ကိုကို၊ ဝ/၇၁၅၀ )

ကော်လိတ်တော်တရာရှိ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
ခရိုင်အုပ်ချုပ်ရေးမှူး
( ထူးလွင်၊ ပ/၅၃၆၂ )

Signed by the said in the presence of Witnesses.

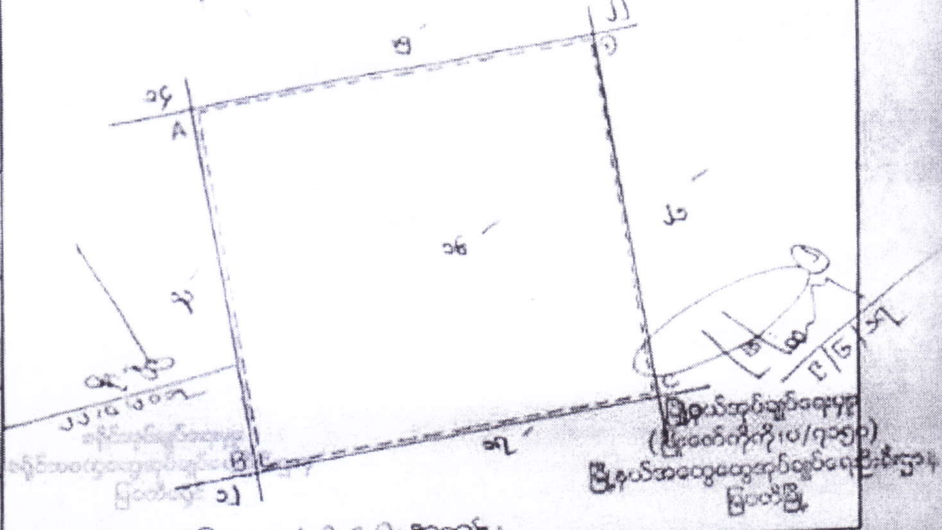
ဒေါ်သင်းသင်းမြတ်
၃/မဝတ(နိုင်)၀၀၂၀၁၂

မြေတိုင်းပုံစံ - ၁၀၅ 2016- 087054

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေပြ သောလက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်စံရေးကူးရန်ပုံစံ

**DALMS**

စကေး: ၆၄ လက်မ = ၁မိုင်

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| တိုင်းဒေသကြီး / ပြည်နယ် [illegible] |  |
| ခရိုင် - မြဝတီ | |
| မြို့နယ် / မြို့နယ်ခွဲ - မြဝတီ | |
| ရပ်ကွက် / ကျေးရွာအုပ်စု [illegible] | |
| ကွင်း / အကွက်အမှတ်နှင့်အမည် [illegible] | |
| ဦးပိုင်အမှတ် / မြေကွက်အမှတ် ၁၆ | လျှောက်ထားမြေ -- A,B,C,D အတွင်း |

| ဦးပိုင်အမှတ် | အခွန်စည်းကြပ်ခံရသူ / ပိုင်ရှင် / ဂရန်ရှင် / အငှားဂရန်ရှင်အမည် | ပိုင်ဆိုင်ခွင့် | မြေမျိုးနှင့် အတန်း | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| ၁၆ | - | A | ၀A ([illegible]) | ၀.၉၂၄ | |

| | |
|---|---|
| ရေးကူးပေးသည့်အကြောင်းအရာ | မြေပုံ၊ ဂရန် လျှောက်ထားရန် |

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - ဒေါ်သင်းသင်းမြင့်

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၄.၃.၂၀၁၇

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၃၀.၃.၂၀၁၇

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆ - ၁၇) ခုနှစ် အတွက် မှတ်ပုံတင်တွဲတိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ 30 MAR 2017

၅၀၀ ကျပ် K 500

**Land Revenue II**

**Lease I &I (a)**

## Form of Lease of Town Lands with The Power of Renewal up to Ninety Years.

*(Rule 51 A of the Rules under the Upper Burma Town and Village Lands Act...)*

*(Rule 29 of the Rules under the Lower Burma Town and Village Lands Act...)*

Revenue Proceeding No. V - ၂၉/ ၂၀၁၇- ၂၀၁၈ of ၂၀၁၇- ၂၀၁၈

Myawaddy District office, Kayin State.

ဒေါ်သင်းသင်းမြတ်၏ မြေငှားဂရန်

This Lease made the day ၀ of နယုန်လ two thousand and ၁၇ between the Governor of Burma (hereinafter called 'the Lessor' which expression shall be taken to mean and include the said Governor of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part and ၃/မဝတ(နိုင်)၀၀၂၀၁၂ of ဒေါ်သင်းသင်းမြတ် son of ဦးမောင်မွေး hereinafter called "the Lessee" which expression shall be taken to mean and include the said ဒေါ်သင်းသင်းမြတ် his/her heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: ဒေါ်သင်းသင်းမြတ် WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his Lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said Land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of

ကော်လိတ်တော်အရာရှိ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မြဝတီမြို့

ပြတ်စနိုင် as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land into the Lessee for the term of thirty years from the date of this lease with the option for the Lessee to renew this lease * for two successive terms of thirty year hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyats ၄၉၀၆၀၀/- payable in advance on the third day of each year and the Lessee do in hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor

1. To pay the said rent on the days and in the mariner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessment that now are or may hereafter during the said term b imposed upon the said Land or may buildings that may be erected thereupon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within J months from the date hereof the building the measurements elevation and materials of which shall receive the previous approval # in writing of the Deputy Commissioner and to complete such building within 6 months from the date hereof and during the currency of this lease to keep such buildings in good repair to the said Deputy Commissioner.

γ ALTERNATIVE

2. To erect upon the land within 6 months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial as described in his application according to the rules and bye-laws which now are in force or hereafter may be in force under an Act governing the administration of urban areas in respect to materials to be used in and method of construction of buildings.

***Strike out Alternative not require.***

* *The word with the option ...... Hereinafter provided should be omitted at the accord renewal.

\# # In Municipal areas the building plans should also be submitted to the municipal Committee. (See Section 115.Burma Municipal Act, 1898.

γ γ The words a further term of this by year should be substituted at the first renewal.

3. Not to erect buildings more than ၃/၄ of the area of the said land.

4. Not to later the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

γ ALTERNATIVE

4. Not to erect any other building on the said land without first obtaining the consent in writing of the said Deputy Commissioner.

*Strike out alternative not require.*

5. Not to use the said land buildings that may be erected thereon during the said term for a lodging-house or for a coolly-barrack or for any other purpose than စက်မှု/စီးပွားလုပ်ငန်းလုပ်ကိုင်ရန် without the consent in writing of the said Deputy Commissioner. In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a coolly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this lease.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

7. To register all changes in the possession of the whole of the said land or of the buildings thereon whether by transfer, succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Ks. 100 and a further monthly penalty not exceeding Ks. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

γ γ The words a further term of this by year should be substituted at the first renewal.

8. That the said Deputy Commissioner and all persons action g under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall there upon quietly deliver up possession of the said land and building and fixtures that may then be thereon to the Lessor.

10. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

**And the Lessor doth hereby covenant with the Lessee.**

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said Land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed Lease of the said piece of Land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term

give to the Lessor three calendar months' previous notice in writing and rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to the observed and performed up to the expiration of the said term Hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty ears at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant for renewal.

13. Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of disputed be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

IN WITNESS WHERE OF ခရိုင်အုပ်ချုပ်ရေးမှူး၊ မြဝတီခရိုင် acting for and on behalf of the Governor of Myanmar (Burma) and ဒေါ်သင်းသင်းမြတ်၊ အမှတ်(၂)ရပ်ကွက်၊ မြဝတီမြို့ have hereunto set their hands.

## THE SCHEDULE ABOVE REFERRED TO

All that piece of land situate in the သဃ်န်းညီနောင်ကျေးရွာ ward of the town of မြဝတီမြို့နယ် known as lot No. ၆-စီးပွားရေးစုန်အကွက် in Block NO. ဦးပိုင်အမှတ်(၁၇) Containing မြေဧရိယာ (၀.၉၁၇)ဧက or thereabouts bounded as follows.

North - မြေကွက်အမှတ် (၁၆)

South - မြေကွက်အမှတ် (၁၈)

East - မြေကွက်အမှတ် (၂၀)

West - မြေကွက်အမှတ် (၁၂)

And shown in the annexed plan marked red.

Signed by the said in the presence of Witnesses.

မြို့နယ်အုပ်ချုပ်ရေးမှူး
( ဖြိုးဇော်ကိုကို၊ ဝ/၇၁၅၀ )

ကော်လိဂ်တော်အရာရှိ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
ခရိုင်အုပ်ချုပ်ရေးမှူး
( ထူးလွင်၊ ပ/၅၃၆၂ )

Signed by the said in the presence of Witnesses.

ဒေါ်သင်းသင်းမြတ်
၃/မဝတ(နိုင်)၀၀၂၀၁၂

မြေတာရင်းပုံစံ - ၁၀၅

2016- 087056

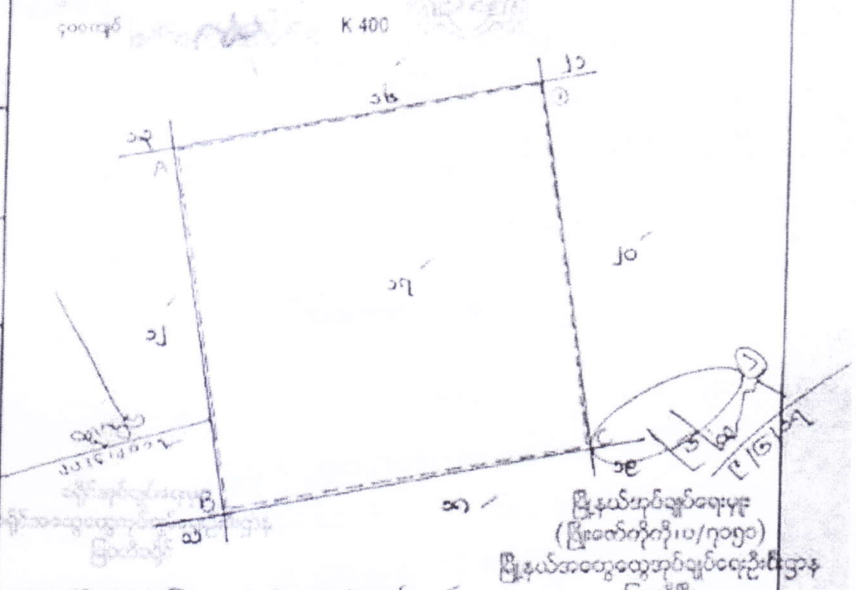
မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမဲ့ သောလက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ

လက်ခံရေးကူးရန်ပုံစံ

DALMS

ဓာတ်ပုံ : ၆၄ လက်ခံ ၁၇၅ ၁ မိုင်

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|---|---|
| တိုင်းဒေသကြီး / ပြည်နယ် ရေချို | |
| ခရိုင် - မြဝတီ | |
| မြို့နယ် / မြို့နယ်ခွဲ - မြဝတီ | |
| ရပ်ကွက် / ကျေးရွာအုပ်စု သဘယ်န်း ဥဒီဝနှာင် | |
| ကွင်း / အကွက်အမှတ်နှင့်အမည် ၆ ၊ ၆ ၊ မြားစီးရုံးနာ၊ ပေါက် | |
| ဦးပိုင်အမှတ် / မြေကွက်အမှတ် ၁၇ | |




ရှေ့ဘက်ထား ၈ မြ - - A ၆ ၄ ၃ အတွင်း :

| ဦးပိုင် အမှတ် | အခွန်စည်းကြပ်ခံရသူ / ပိုင်ရှင် / ဂရန်ရှင် / အငှားဂရန်ရှင်အမည် | ပိုင်ဆိုင်ခွင့် | မြေမျိုးနှင့် အတန်း | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| ၁၇ | — | A | ၀A (အဝေးကော်ဒ်) | ၀.၉၁၇ | |
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|---|---|
| ရေးကူးပေးသည့်အကြောင်းအရာ | မြေဖြား ဂရန် လျှောက်ထားရန် |

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - ဒေါ်သင် သန်းမြင့်

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၄ . ၃ . ၂၀၁၇

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၃၀ . ၃ . ၂၀၁၇

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆ - ၁၇) ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အုပ်စုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ 30 MAR 2017

K 500

**Land Revenue II**

**Lease I &I (a)**

## Form of Lease of Town Lands with The Power of Renewal up to Ninety Years.

*(Rule 51 A of the Rules under the Upper Burma Town and Village Lands Act...)*

*(Rule 29 of the Rules under the Lower Burma Town and Village Lands Act...)*

Revenue Proceeding No. V-၂၇/ ၂၀၁၇-၂၀၁၈ of ၂၀၁၇-၂၀၁၈

Myawaddy District office, Kayin State.

ဒေါ်သင်းသင်းမြတ်၏မြေငှားဂရန်

This Lease made the day ၈ of ဇွန်လ two thousand and ၁၇ between the Governor of Burma (hereinafter called 'the Lessor' which expression shall be taken to mean and include the said Governor of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part and ၃/မဝတ(နိုင်)၀၀၂၀၁၂ of ဒေါ်သင်းသင်းမြတ် son of ဦးမောင်မွေး hereinafter called "the Lessee" which expression shall be taken to mean and include the said ဒေါ်သင်းသင်းမြတ် his/her heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: ဒေါ်သင်းသင်းမြတ် WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his Lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said Land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of

ကော်လိတ်တော်အရာရှိ
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မြဝတီမြို့

 မြေဝတ်စရိတ် as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land into the Lessee for the term of thirty years from the date of this lease with the option for the Lessee to renew this lease * for two successive terms of thirty year hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyats ၁၁၄၄၀၀/- payable in advance on the third day of each year and the Lessee do in hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor.

1. To pay the said rent on the days and in the mariner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessment that now are or may hereafter during the said term b imposed upon the said Land or may buildings that may be erected thereupon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within ၂ months from the date hereof the building the measurements elevation and materials of which shall receive the previous approval # in writing of the Deputy Commissioner and to complete such building within ၆ months from the date hereof and during the currency of this lease to keep such buildings in good repair to the said Deputy Commissioner.

γ **ALTERNATIVE**

2. To erect upon the land within ၆ months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial as described in his application according to the rules and bye-laws which now are in force or hereafter may be in force under an Act governing the administration of urban areas in respect to materials to be used in and method of construction of buildings.

***Strike out Alternative not require.***

* *The word with the option ...... Hereinafter provided should be omitted at the accord renewal.

\# # In Municipal areas the building plans should also be submitted to the municipal Committee. (See Section 115.Burma Municipal Act, 1898.

γ γ The words a further term of this by year should be substituted at the first renewal.

3. Not to erect buildings more than ၃/၄ of the area of the said land.

4. Not to later the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

γ ALTERNATIVE

4. Not to erect any other building on the said land without first obtaining the consent in writing of the said Deputy Commissioner.

*Strike out alternative not require.*

5. Not to use the said land buildings that may be erected thereon during the said term for a lodging-house or for a coolly-barrack or for any other purpose than စက်မှု/စီးပွားလုပ်ငန်းလုပ်ကိုင်ရန် without the consent in writing of the said Deputy Commissioner. In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a coolly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this lease.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

7. To register all changes in the possession of the whole of the said land or of the buildings thereon whether by transfer, succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Ks. 100 and a further monthly penalty not exceeding Ks. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

γ γ The words a further term of this by year should be substituted at the first renewal.

8. That the said Deputy Commissioner and all persons action g under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall there upon quietly deliver up possession of the said land and building and fixtures that may then be thereon to the Lessor.

10. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

**And the Lessor doth hereby covenant with the Lessee.**

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said Land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed Lease of the said piece of Land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term

give to the Lessor three calendar months' previous notice in writing and rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to the observed and performed up to the expiration of the said term Hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty ears at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant for renewal.

13. Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of disputed be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

မူရင်း - ၂၀၁၇ မှ ၂၁-၆-၂၀၄၇ ထိ

ဂရန်သက်တမ်း ( ၃၀ ) နှစ် တိုးတို

(ကျခြင်း ..... သုံးဆယ်နှစ် ..... တိုးသို)

ကော်လိုင်တော်အရာရှိ

၁၂၊၆၊၂၀၁၇

အစိုးရမှလိုအပ်လျှင်ဤဂရန်အားပယ်ဖျက်ခြင်း၊
ရုပ်သိမ်းခြင်းနှင့်လိုအပ်သလိုစီမံခန့်ခွဲနိုင်သည်

၁၂၊၆၊၂၀၁၇

ကော်လိတ်တော်အရာရှိ

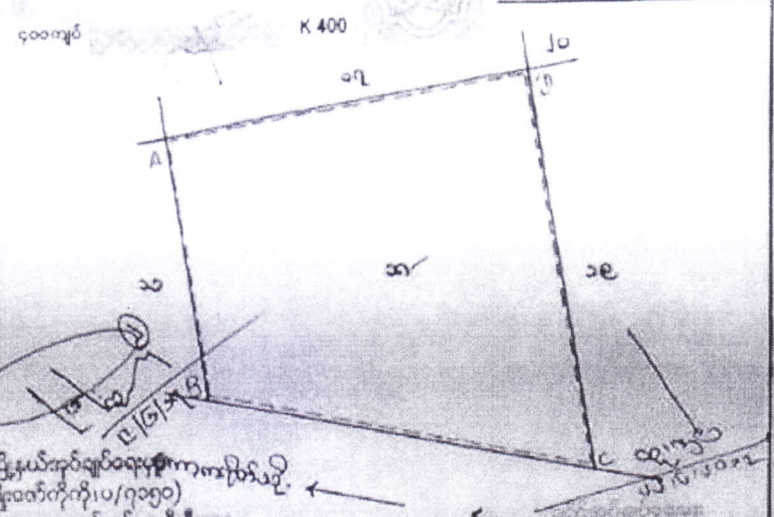
မြေတိုင်းပုံစံ-၁၀၅

2016- 087057

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သောလက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်စံရေးကူးရန်ပုံစံ

DALMS

စကေး ၆၃ လက်မ = ၁မိုင်

| | |
|---|---|
| တိုင်းဒေသကြီး / ပြည်နယ် ကရင် |  |
| ခရိုင် - မြဝတီ | |
| မြို့နယ် / မြို့နယ်ခွဲ - မြဝတီ | |
| ရပ်ကွက် / ကျေးရွာအုပ်စု သဃောင်း ညီမနောင် | |
| ကွင်း / အကွက်အမှတ်နှင့်အမည် ၆ , မိုးပွားရေးဖွံ့ ဒဂုံကွက် | မြို့နယ်အုပ်ချုပ်ရေးမှူး ကျော်သူလှိုင် (မြို့တော်ကိုကို၊ ပ/၇၁၅၀) မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန မြဝတီမြို့ |
| ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၁၈ | ဗျောက်ထား ၆မြ ၈၊၉၊၃ အတွင်း |

| ဦးပိုင် အမှတ် | အစွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင် / ဂရန်ရှင် / အငှားဂရန်ရှင်အမည် | ပိုင်ဆိုင်ခွင့် | မြေမျိုးနှင့် အတန်း | ဧရိယာ (ဧက) | မှတ်ချက် |
|---|---|---|---|---|---|
| ၁၈ | - | A | ဝA (ဒေသအားကစားကွင်း) | ၀.၈၃၁ | |
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| | |
|---|---|
| ရေးကူးပေးသည့်အကြောင်းအရာ | မြေငှားဂရန် လျှောက်ထားရန် |

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - ဦးသိန်းသန်း ဖြတ်

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၄ . ၃ . ၂၀၁၇

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၃၀ . ၃ . ၂၀၁၇

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆-၁၇)ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာပြင်၊ မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

နံပါတ်ဆိပ်

စိစစ်အတည်ပြုပါသည်။

အမှုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် -
နေ့စွဲ -

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။
လက်ထောက်ဦးစီးမှူးလက်မှတ် -
နေ့စွဲ -

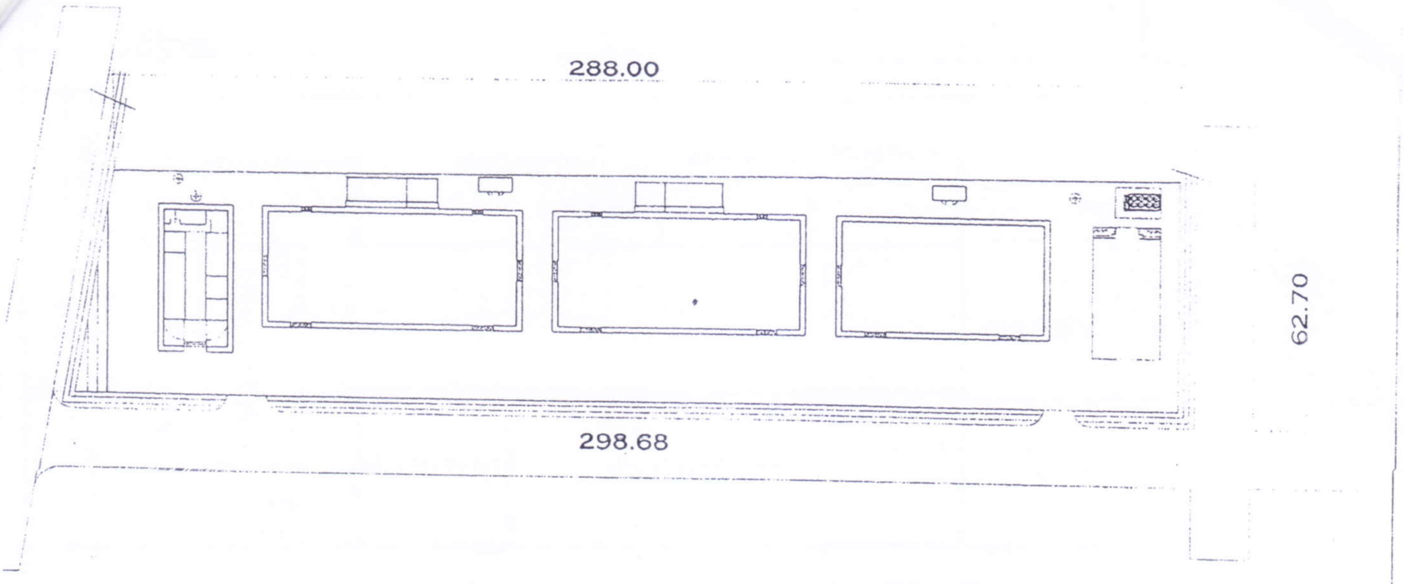
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ်

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန မြဝတီမြို့

နေ့စွဲ 3 0 MAR 2017

# CONSTRUCTION BUILDING
## APPROXIMATE
## FOR

# APEX INTERNATIONAL
# RUBBER COMPANY LIMITED




# SITE PLAN

AREA:3.549AQ
PRIZE:15,000,000,.00THB.
:3.549AQX15,000,000.00THB.
TOTAL:53,000,000.00THB.

SOIL COVER:739SMALL TRUCK X 1,200.00THB.
TOTAL:886,800.00THB.
:1,499TRUCK X 1,800.00THB.
TOTAL:2,698,200.00THB.
ALL TOTAL:3,585,000.00THB.

FRENCH:619.00m.X 2,000.00THB.
TOTAL:1,233,800.00THB.

CONCRET COVER:12,070.00m2 x700.00THB.
TOTAL:8,449,000.00THB.

OFFICE BUILING
TOTAL:8,102,160.00THB.

FACTORY A
TOTAL:19,009,155.00THB.

FACTORY B
TOTAL:18,796,635.00THB.

FACTORY C
TOTAL:16,024,215.00THB.

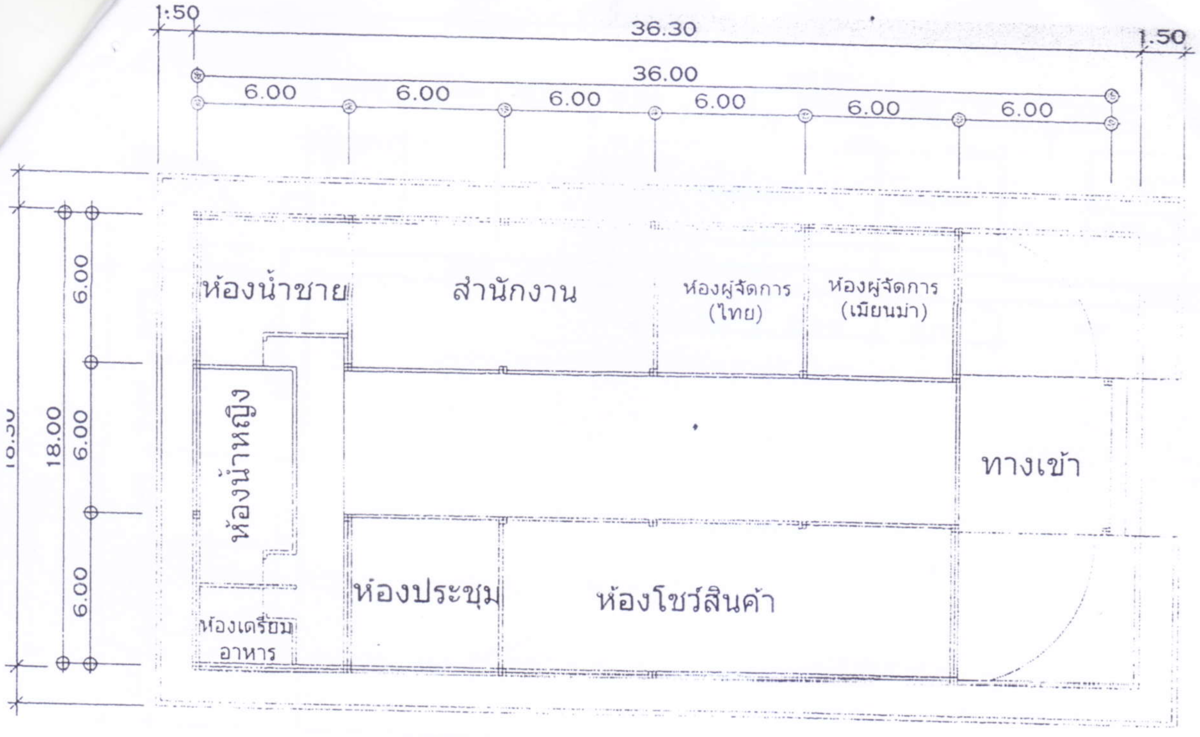
UNDER GROUND WATER
TOTAL:

SEWERAGE
TOTAL:518,400.00THB.

WATER TOWER
TOTAL:432,000.00THB.

CANTEEN
TOTAL:8,102,160.00THB.

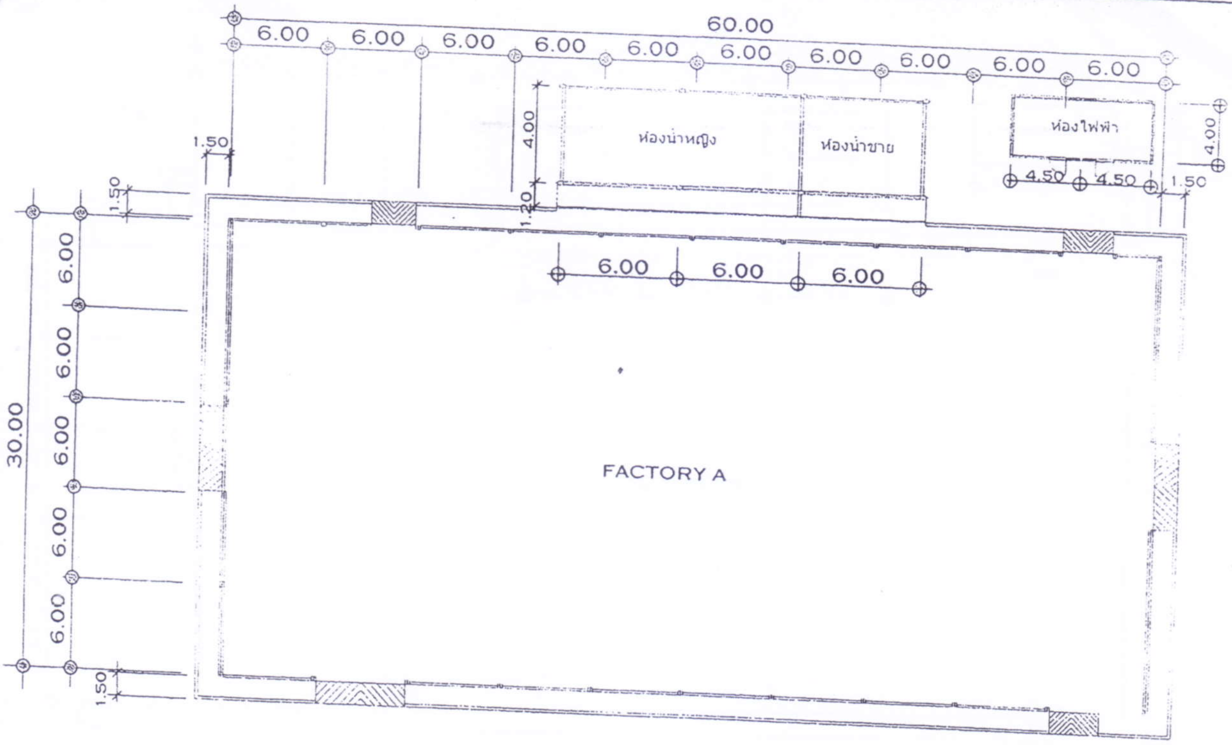
GRAND TOTAL:137,252,525.00THB




OFFICE PLAN

# OFFICE BUILDING

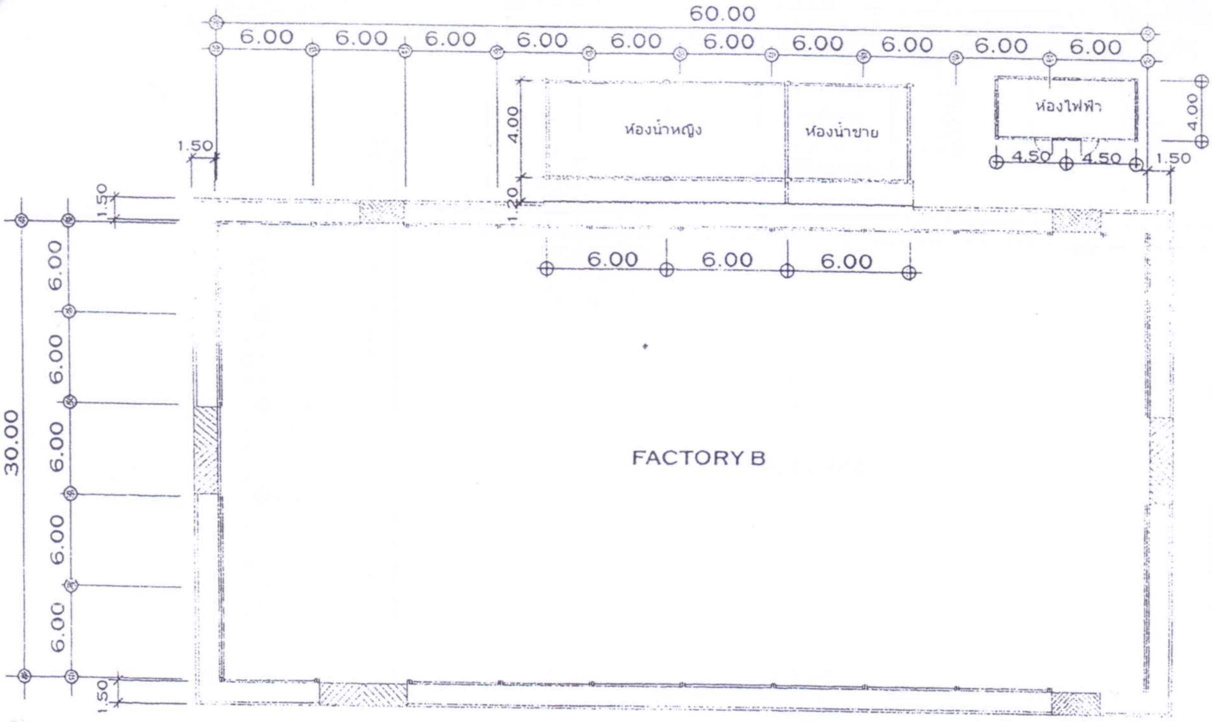
| | |
|---|---|
| AREA | :18.30mX36.30m=664.29m2 |
| PRIZE | :12,000.00THB./m2 |
| | :664.29x12,000.00THB. |
| TOTAL | :7,971,480.00THB. |
| FOOT PATH | :800.00THB./m2 |
| | :163.35mX800.00THB. |
| TOTAL | :130,680.00THB. |
| *INTERIOR* | :NOT INCLUDE |
| ELECTRIC | :NOT INCLUDE |
| AIR CONDITION | :NOT INCLUDE |
| TOTAL | :8,102,160.00THB. |




FACTORY A PLAN

# FACTORY A

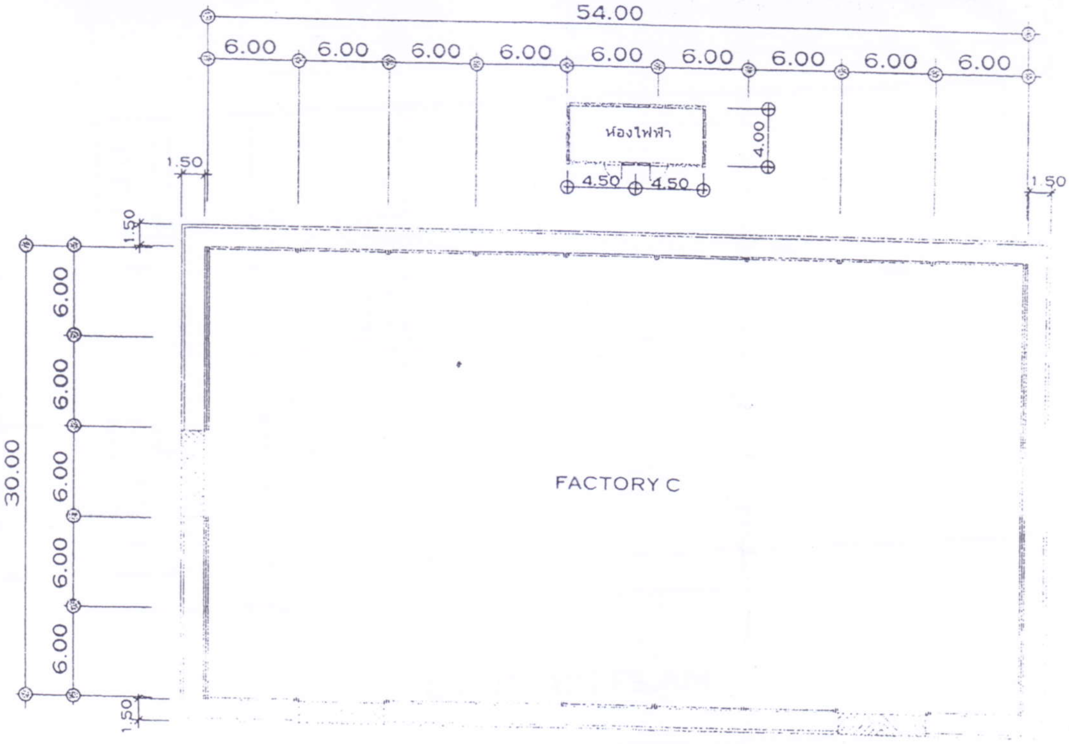
| | |
|---|---|
| AREA | :1,827.09m2 |
| PRIZE | :9,500.00THB./m2 |
| TOTAL | :1,827.09x9,5000.00THB. |
| | :17,357,355.00THB. |
| FOOT PATH | :800.00THB./m2 |
| | :289.35mX800.00THB. |
| TOTAL | :231,480.00THB. |
| INTERIOR | :NOT INCLUDE |
| ELECTRIC | :NOT INCLUDE |
| AIR CONDITION | :NOT INCLUDE |
| TOILET | :100.65m2 |
| PRIZE | :12,000.00THB./m2 |
| TOTAL | :100.65x12,000.00THB. |
| | :1,207,800.00THB. |
| ELECTRIC HOUSE | :38.64m2 |
| PRIZE | :5,500.00THB. |
| TOTAL | :38.64m2X5,500.00THB. |
| | :212,520.00THB. |
| ALL TOTAL | :[illegible],009,155.00THB. |




FACTORY B PLAN

# FACTORY B

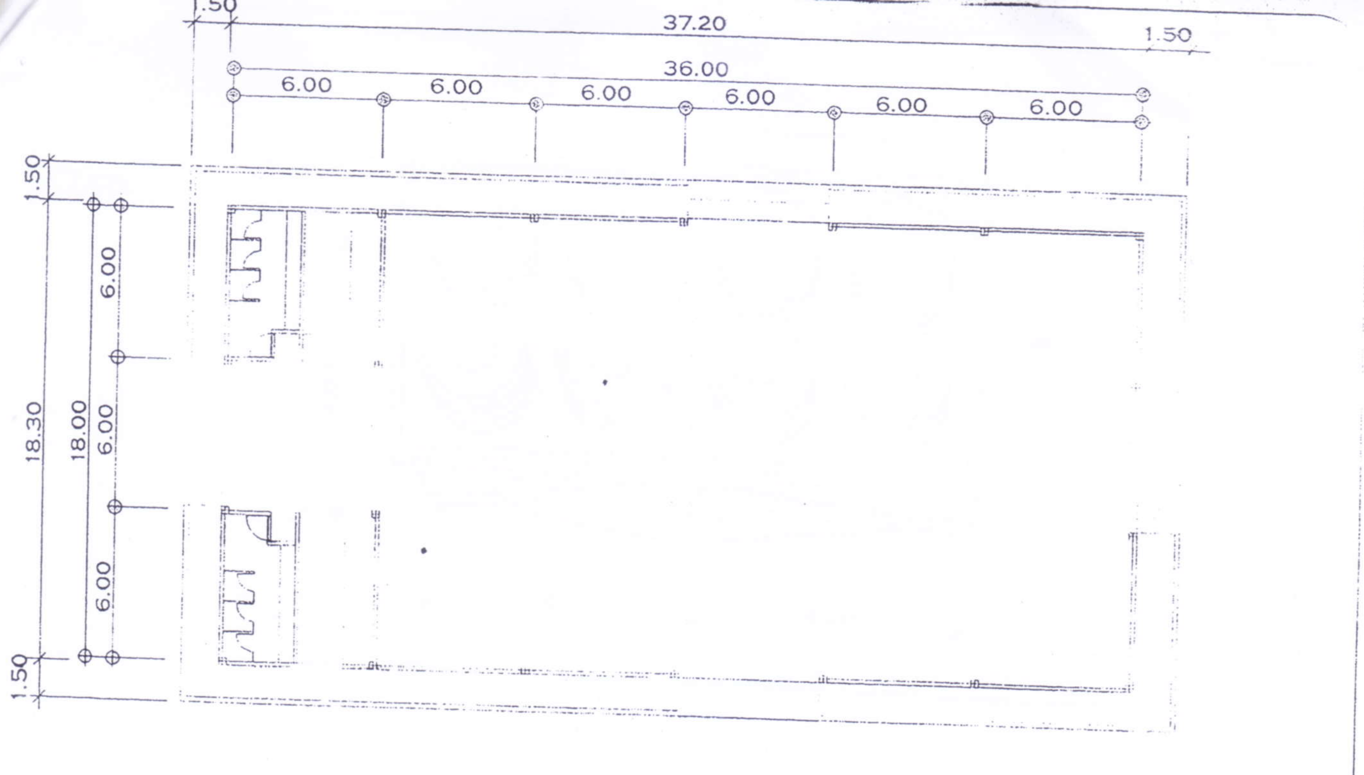
| | |
|---|---|
| AREA | :1,827.09m2 |
| PRIZE | :9,500.00THB./m2 |
| | :1,827.09x9,5000.00THB. |
| TOTAL | :17,357,355.00THB. |
| FOOT PATH | :800.00THB./m2 |
| | :289.35mX800.00THB. |
| TOTAL | :231,480.00THB. |
| INTERIOR | :NOT INCLUDE |
| ELECTRIC | :NOT INCLUDE |
| AIR CONDITION | :NOT INCLUDE |
| TOILET | :100.65m2 |
| PRIZE | :12,000.00THB./m2 |
| | :100.65x12,000.00THB. |
| TOTAL | :1,207,800.00 |
| ALL TOTAL | :18,796,635.00THB. |




FACTORY C PLAN

# FACTORY C

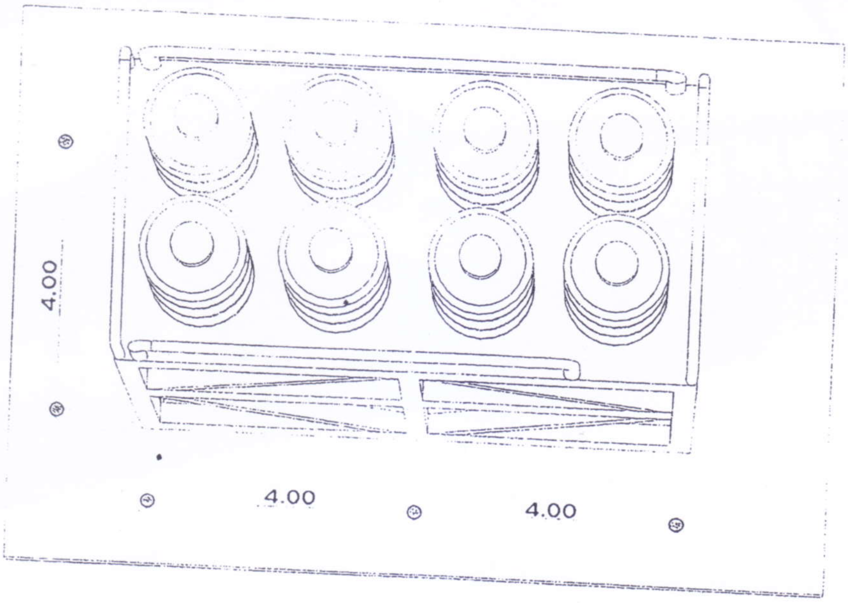
| | |
|---|---|
| AREA | :1,645.29m2 |
| PRIZE | :9,500.00THB./m2 |
| | :1,645.29x9,5000.00THB. |
| TOTAL | :15,630,255.00THB. |
| FOOT PATH | :800.00THB./m2 |
| | :226.80mX800.00THB. |
| TOTAL | :181,440.00THB. |
| INTERIOR | :NOT INCLUDE |
| ELECTRIC | :NOT INCLUDE |
| AIR CONDITION | :NOT INCLUD |
| ELECTRIC HOUSE | :38.64m2 |
| PRIZE | :5,500.00THB. |
| | :38.64m2X5,500.00THB. |
| TOTAL | :212,520.00THB. |
| ALL TOTAL | :16,044,215.00THB. |




CANTEEN PLAN

# CANTREEN BUILDIN

| | |
|---|---|
| AREA | :664.29m2 |
| PRIZE | :12,000.00THB./m2 |
| | :664.29x12,000.00THB. |
| TOTAL | :7,971,480.00THB. |
| FOOT PATH | :800.00THB./m2 |
| | :163.35mX800.00THB. |
| TOTAL | :130,680.00THB. |
| INTERIOR | :NOT INCLUDE |
| ELECTRIC | :NOT INCLUDE |
| AIR CONDITION | :NOT INCLUDE |
| ALL TOTAL | :8,102,160.00THB. |



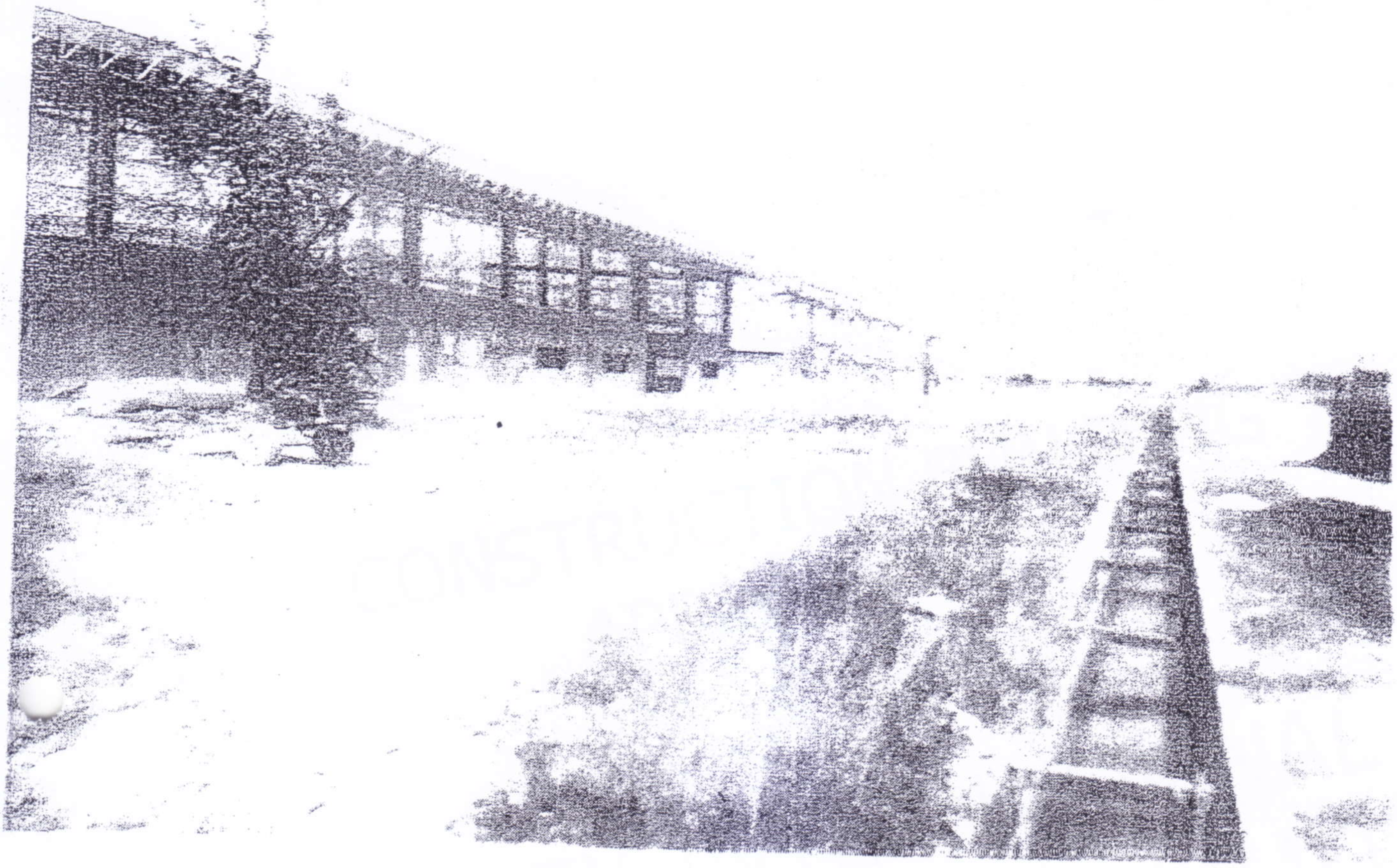

WARTER TOWN

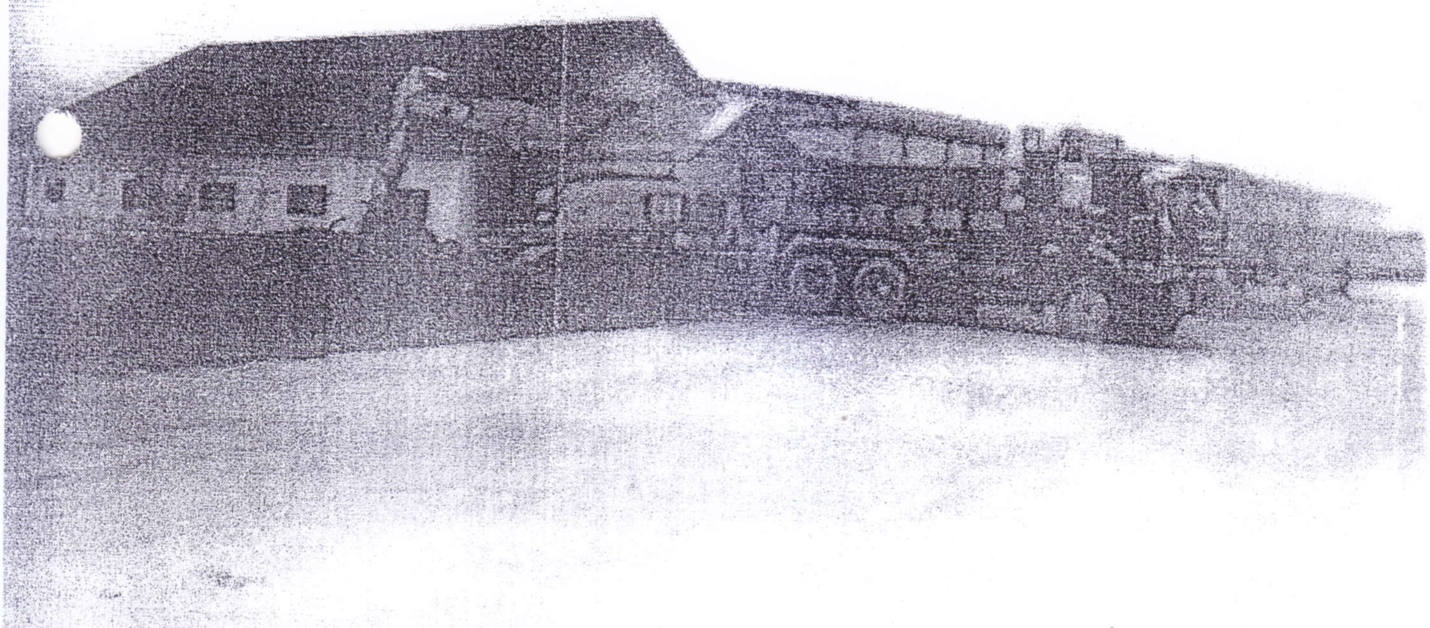
# WATER TOWER

| | |
|---|---|
| AREA | :36.00m2 |
| PRIZE | :12,000.00THB./m2 |
| TOTAL | :36.00x12,000.00THB. |
| | :432,000.00THB. |









# LAND LEASE AGREEMENT

**Between:**

Apex World Int'l Co., Ltd

&

Apex International Rubber Company Ltd (JVCO - SPV)

**Mae Sot**

**April 27, 2017.**

**LAND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this __ day of _________, 20__, by and between

**Apex World Int'l Co.,Ltd**( Reg. No: 1621/2004-2005)established under the Republic of the Union of Myanmar laws, having its head office located at C/35 ,Bogyoke street, 2nd Quarter , Myawaddy Township , Union of Myanmar (hereinafter referred to as "Lessor")

And

**Apex International Rubber Company Ltd (JVCO - SPV)** (Reg No. TC (20-20))established under the Republic of the Union of Myanmar laws, having its head office located at------------------------------------------ --------------------, Union of Myanmar (hereinafter referred to as "Lessee").



W I T N E S E T H:

WHEREAS, Lessor is the free owner of certain parcel of land being, lying and situate in ___________ Myanmar, __________, such property having a street address of_____________________________________________.

**WHEREAS**, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contain herein

**WHEREAS**, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of sum of USD 5,000 per month,the covenants and obligations contained herein and other good and valuable consideration, as deem that the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **BASIC LEASE INFORMATION**

1.2 **LAND:** Approximately ........... acres of land which is described and depicted in Exhibit A attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property owned by Lessee and located at ---------------------------------------------------------------------------------------------------------------("Lessor's Property").

**TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of 30 year(s), such term beginning on ____________, and ending on At the end of the lease term of this contract. The lessor has pledged to give a tenant to lease the land in this contract furtherfor a period of 30 years..

1.2 **RIGHT TO USE**: An agreement to be entered into between Lessee and Lessor to use the Land for the Permitted Use.

1.3 **PERMITTED USE:** The Land may be used for the purpose of constructing of Factory Buildings and manufacturing of Foot wears as per Joint Venture Agreement. Lessor agrees to comply with all policies, rules, and regulations of Lessor as they now or may hereinafter exist with respect to the use of the Land

1.4 **Exhibits.** The following exhibits are attached to this Lease and are made integral part of this Lease Agreement: Exhibit A: Copy of Land Title Document, Form-105/106
Exhibit B: Joint Venture Agreement
Exhibit C: Valuation Report

2. **AGREEMENT AND USE**

2.1 **Lease.** Lessor hereby demises and leases to lessee the Land, and lessee shall lease the Land from lessor, according to the terms and conditions of this Lease Agreement. The duration of this Lease will be for the Term described in section 1.2.

2.2 **Use.** Tenant shall use the Land only for the Permitted Use. Lessee shall not allow the Lessor to be used for any unlawful purposes. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb surrounding of the land. Tenant shall not erect signs or other improvements on the Land without the approval of Lessor.Lessee will keep the Land free from all trash, debris, and waste.

2.3 **Delivery of Possession**. Lessor will deliver possession of the Land to lessee on the Commencement Date, "AS-IS" in its present condition. Lessee acknowledges neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Land for the conduct of lessee's business or as to the physical condition of the Land, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any improvements to the Land.

**2.4 Governmental Approvals**. Lessee shall, at its sole cost and expense after the Commencement Date, apply for and obtain all licenses, permits, approvals, required by any local, state or l governmental authorities for its use of the Land, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of lessee's business from the Land (collectively, the "Governmental Approvals").

Lessor shall cooperate with lessee to obtain all necessary Governmental Approvals, provided: however, Lessor shall not be required to expend any money in such cooperation. Lessee understands and agrees that Lessee's right to use the Land is contingent upon lessee obtaining and continually maintaining in full force and affect all Governmental Approvals.

## 3. RENT AND TAXES

Both parties hereby agree that rent amount shall be USD 5,000 per month. Start from the beginning of this contract until the end of the business.

**3.1 Rent** The total rent for the term hereof is the sum of 1,800,000.

Both parties hereby agree that Rent Amount shall calculate based on the land valuation report in Exhibit C as follow:

**(30) Years Term**

| | |
|---|---|
| 14544.398 sq. m = 60,000 US$ (Annual Rate) x 30 | 1,800,000 USD |
| Total 30 years Rent Amount shall: | 1,800,000 USD |

Both parties agree that the rent shall be paid monthly basis. The rate shall be 1sqm USD- 4.12 per year.

3.2 **Utilities**. Lessee shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for Lessee's operations to be provided to the Land directly from such providers. Lessee shall be billed directly for the use of such services, and shall promptly pay the same when due.

3.3 **Taxes.** In addition to Rent, Lessee shall pay additional taxes or assessments, if any, which may be levied or charged to Landlord as a result of Lessee's use or occupancy of the Land, including but not limited to assessments upon or measured by Rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the state government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the Land. Lessee shall promptly pay all personal property taxes on Lessee's Improvements and personal property and any other taxes payable by Lessee as due.



## 4. INSURANCE

**4.1 Insurance.**The Buildings and Facilities shall be insured for fire insurance & other policies as required by law and the insurance premium shall be borne by the Lessee during the lease period. Any compensation from insurance shall be received by the Lessee and used to repair or rebuild part or whole

## 5. END OF TERM

5.2 Upon expiration or earlier termination of this Lease Agreement. Lessee shall surrender the Land and Buildings to Lessor. Within sixty (60) days following the expiration or termination of this Lease, Lessee shall remove all of its equipment or trade fixtures constructed or installed pursuant to this Lease. If within sixty (60) days after the expiration or termination of this Lease Lessee has not removed its equipment or trade fixtures constructed or installed as required herein, Lessor may do so and Lessee shall reimburse Landlord for all expenses or costs for removal and restoration.

Comment [D1]: TO DLETE

5.1 บรรดาสิ่งปลูกสร้างทั้งหมดที่ผู้เช่าได้รับโอนกรรมสิทธิหรือที่ผู้เช่าได้ก่อสร้างขึ้นบนที่ดินที่เช่านี้ให้ถือว่าเป็นกรรมสิทธิ์ของผู้เช้าไม่ตกเป็นส่วนควบของที่ดินและผู้เช้ามีสิทธิ์ที่จะไม่รื้อถอนหรือรื้อถอนหรือปลูกสร้างใหม่หรือซ่อมแซมสิ่งก่อสร้างได้ทุกอย่างตามแต่ผู้เช่าจะเห็นสมควร โดยผู้ให้เช้าจะต้องให้ความร่วมมือและอำนวยความสะดวกแก่ผู้เช่าทุกครั้ง

5.2 เมื่อครบกำหนดระยะเวลาแห่งการเช่าตามสัญญานี้ผู้ให้เช่าให้คำมั่นว่าจะให้ผู้เช่าทำการเช่าที่ดินที่เช่านี้ต่อไปอีกมีกำหนดระยะเวลา 30 ปีโดยเพิ่มอัตราค่าช่าได้ไม่เกินร้อยละ 10 ของค่าเช่าเดิมส่วนเงื่อนไขอื่นๆให้เป็นไปตามเดิมทุกประการ

5.1All structures that the renter have got ownership transferring or the renter have built on thisrent land must be the renter's ownership, not be merged as one of land. The renter hasthe right to demolish or not demolish or rebuilt or repair all structure according to the renter'srequirement or appropriate which the lessor must give the cooperation and convenience tothe renter everytime.

5.2When the leasing contract is due, the lessor have promised to let the renter rent this land continuously within 30 years and the rent rate must not over 10% of land cost.Other conditions must be same.

Comment [D2]: Acceptable

## 6. MAINTENANCE; REQUIREMENTS OF LAW

7.1 **Maintenance** Lessee shall at all times throughout the Term, at its sole cost and expense, maintain and repair the Land, buildings, and all trade fixtures and other property of Lessee located thereon.

7.2 **Compliance with Laws** For the purposes of this Section . **"Applicable Laws"** means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the Commencement Date, the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date. and any direction or Building Completion Certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Land. At its sole cost and expense, Lessee will promptly comply with Applicable Laws insofar as they relate to

a) Lessee's use, occupancy, or alteration of the Land;

b) the condition of the Land resulting from Lessee's use, occupancy, or alteration of the Land; or

c) Alterations to the Land required as a result of Lessee's status under Applicable Laws

4.

4.1

8 GENERAL

8.1 **Quiet Enjoyment**. As long as Lessee performs all covenants and obligations contained in this Lease, Lessor warrants quiet enjoyment of the Land by Lessee: provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land for the purpose of inspecting the Land.

8.2 **Assignment and Subletting.** Lessee shall not assign or sublet its interest in this Lease or the Land without the prior written approval of Lessor, which approval may be withheld in Landlord's sole and absolute discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties

8.3 **Liens.** Lessee will keep the Land free and clear of all mechanics' liens and other liens on account of work done for Lessee or persons claiming under Lessee.

8.4 **Limitation on Liability**. Lessee specifically agrees to look solely to Lessor's interest in the Land for the recovery of any judgments from Landlord. It is agreed that Lessor (and its officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor.

8.5 **Notices.** All notices and other communications required or permitted under this Lease shall be in writing and shall be given:

a) by registered mail, or certified, return receipt requested:
b) by hand delivery (including by means of a professional messenger service).
c) By delivery from a nationally recognized delivery service that routinely issues receipts, which notice shall be addressed to the party to whom such notice is being given, at their address set above. Any such notice or other communication shall be deemed to be effective when actually received or rejected. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

8.6 **Modification of Agreement.** Any amendments, modifications and additions to this Lease agreement shall be carried out in writing as per the agreement between Lessor and Lessee.

8.7 **Renegotiation** In the event that any situation or condition arises owing to circumstances not envisaged in this lease agreement, the parties hereto shall conduct necessary negotiations.

8.8 **Inspection.** Lessor reserves the right to enter, at any time, the Land to inspect the same.

8.9 **No Waiver**. The waiver by either Lessor or Lessee of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

8.10 **Authority** Lessee and the party executing this Lease on behalf of Lessee represent to Lessor that such party is authorized to do so by requisite action of the board of directorsas the case may be, and agree, upon request, to deliver to Lessor a resolution or similar document to that effect.

8.11 Force Majeure

In the event that either party hereto shall be rendered unable to carry out its obligations under this Lease agreement, including but not limited to acts of god, fire, flood, storm, war, bombing, earthquake, strike and any other cause of such nature, change or development involving change in

monetary, political, financial or economic conditions in the Republic of the Union of Myanmar or internationally or the occurrence of any combination of such changes or developments which would or is likely to adversely affect the business, then such party so affected shall not be liable for such cause. The cause of such event shall be informed to the remaining party in writing within (14) days for the occurrence of such cause.

Upon the occurrence of such an event, neither party shall be liable for any breach under this Lease agreement nor shall both parties re-negotiate the terms of the Lease agreement in good faith taking into account the circumstances as a result of such force majeure event. Such period of force majeure and re-negotiation period shall be added to the duration of the Lease Period.

8.12 **Arbitration**

**I.** The Parties shall endeavor to resolve by negotiation any difference of opinion and disputes which may arise from or in connection with this Agreement or with regard to the validity of this Agreement itself, in the course of operation of the Business.

**II.** If it proves impossible to settle disputes within 30(thirty) days and legal proceedings appear unavoidable, such disputes are to be decided by a court or arbitration, without recourse to a general court of law

**III.** The arbitration shall consist of three arbitrators. Each Party shall appoint one arbitrator. The chairman of the court of arbitration shall be decided by three arbitrators among themselves. In the event that arbitrators or chairman of the arbitration court shall not be appointed, this chairman or these arbitrators shall be appointed by the court of arbitration.

**IV.** Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the **Thai Arbitration Institute.**



8.13 **Governing Law** This Lease shall be governed by and construed pursuant to the laws of the Republic of Union of Myanmar.

8.14 **Captions** The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

8.15 **Recordation**Lessee shall not record this Lease in the public records without the prior written consent of Lessor.

8.16 **Severability** If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.17 **Entire Agreement: Amendment.** This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

8.18 **Attorney's Fees** - If any action is instituted by either party to this Lease Agreement to enforce any of the terms of this Lease or the License Agreement, the prevailing party shall be entitled to receive from Tenant its reasonable attorneys' fees, expert witness fees, costs and expenses.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day and year first above written.

| **Apex World Int'l Co., Ltd.** | **Apex Rubber Co., Ltd.** |
| --- | --- |
| ........................................ | ........................................ |
| (                    ) | ( |

In the presence of (witness)

| | |
| --- | --- |
| Name: --------------------------- | Name:------------------ |
| Address: ------------------------ | Address: ------------------------ |
| ........................ | ........................ |
| ------------------------------------ | ------------------------------------ |
| NRC/ Passport: ---------------- | NRC/ Passport: ---------------- |
| Occupation: ------------------- | Occupation: ------------------- |

Exhibit A: Copy of Land Title Document, Form-105/106

Exhibit B: Joint Venture Agreement

Exhibit C: Valuation Report

(6)

# Apex Rubber International Co.,Ltd

## Staff List and Salary Budget (USD)

### II.Salary Budget for production

| Sr.No. | Position | No.of Staff | | | Average Salary / Month ( USD ) | | | Salary / Year ( USD ) | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Yr 1 | Yr 2 | Yr 3 to 20 | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 |
| **I.Local Staff** | | | | | | | | | | |
| 1 | Workers | 698 | 1,030 | 1,030 | 178 | 220 | 250 | 1,494,643 | 2,722,143 | 3,090,000 |
| | | | | | | | | | | |
| **II.Foreign Staff** | | | | | | | | | | |
| 1 | Foreing Experts and Technicians | 15 | 31 | 39 | 619 | 632 | 646 | 111,429 | 235,000 | 302,400 |
| | **Grand Total** | **713** | **1,061** | **1,069** | | | | **1,606,071** | **2,957,143** | **3,392,400** |

| Sr.No. | Position | No.of Staff | | | Average Salary / Month ( USD ) | | | Salary / Year ( USD ) | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Yr 4 | Yr 5 | Yr 6 to 20 | Yr 4 | Yr 5 | Yr 6 to 20 | Yr 4 | Yr 5 | Yr 6 to 20 |
| **I.Local Staff** | | | | | | | | | | |
| 1 | Workers | 1,030 | 1,160 | 1,160 | 250 | 250 | 250 | 3,090,000 | 3,480,000 | 3,480,000 |
| | | | | | | | | | | |
| **II.Foreign Staff** | | | | | | | | | | |
| 1 | Foreing Experts and Technicians | 42 | 42 | 42 | 678 | 712 | 748 | 341,945 | 359,042 | 376,994 |
| | **Grand Total** | **1,072** | **1,202** | **1,202** | | | | **3,431,945** | **3,839,042** | **3,856,994** |

Bangkok Bank
ธนาคารกรุงเทพ

ธนาคารกรุงเทพ จำกัด (มหาชน) 333 ถนนสีลม แขวงบางรัก เขตบางรัก กรุงเทพฯ 10500 โทร. 0 2231 4333 เลขประจำตัวผู้เสียภาษีอากร/ทะเบียนเลขที่ 0107536000374
Bangkok Bank Public Company Limited 333 Silom Road Bangrak Bangkok 10500 Tel. +66 2231 4333 Taxpayer ID No./Registration No. 0107536000374

Ref. C0118/2017/000363

April 25, 2017

**TO WHOM IT MAY CONCERN**

This is certify that บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอร์,

is a customer of our bank. Subject has maintained the following accounts:

| Type of Account | Account No. | Opening Date | Available Balance as at April 25, 2017 Time 09:53 |
|---|---|---|---|
| 1. Current Deposit Account without overdraft facility Branch Silom | 118-3-23191-7 | June 27, 1995 | Baht *******295,226.60 (USD. 8,551.27) |

Sincerely yours,

**Bangkok Bank Public Company Limited,**

............................................
Authorized Signature

Remarks. The Rates of Exchange : 34.5243 Baht = 1 USD.

Note The information herein is provided upon request and under the condition that it is to be treated by all parties concerned as strictly confidential

The bank shall bear no responsibility for the mishandling of the information.

Created by 0118 Silom : PARINYA(5401635) Date 25/04/2017 Time 09:53:43 Ref no.: C0118/2017/000363

Bangkok Bank
ธนาคารกรุงเทพ

สาขาสีลม (0118)
300 ถนนสีลม
เขตบางรัก กรุงเทพมหานคร 10500 · 0002604

รอบรายการบัญชี/Statement Period
01/03/2017 - 31/03/2017

เรียน บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอร์
611/40 ซ.วัดจันทร์ใน
ถ.เจริญกรุง แขวงบางโคล่
เขตบางคอแหลม จ.กรุงเทพมหานคร 10120

วันที่ออกรายงาน/Statement Date
01/04/2017

หน้าที่/Page 001/001

*ฝากเช็คธ.กรุงเทพ ก่อน 16.00 น.(สาขาที่ปิดหลัง 16.00 น.ฝากได้ถึง 18.00 น.)*
*ทราบผลเรียกเก็บเงินตามเช็คอย่างรวดเร็วทันใจ ภายใน 20.00 น. ของวันที่นำฝาก*

345,569.03

รายการเคลื่อนไหวบัญชีเงินฝากกระแสรายวัน
เลขที่บัญชี/Account No. 118-323191-7 THB

Current Account Transaction Record
บจ.บางกอกรับเบอร ดีเวลลอปเมนต เซ็นเตอ

| วันที่ Date | รายการ Particulars | เลขที่เช็ค Chq.No. | ถอน Withdrawal | ฝาก Deposit | คงเหลือ Balance | ผ่านทาง Via | |
|---|---|---|---|---|---|---|---|
| 01/03 | B/F | | | | 338,163.11 | | |
| 22/03 | CHEQUE AUTOPOST | 03791875 | 581.89 | | 337,581.22 | Auto | ระบบอัตโนมัติ |
| 31/03 | CHEQUE DEPOSIT | | | 7,987.81 | 345,569.03 | Br0101 | สำนักงานใหญ่ สีลม |

| | | | |
|---|---|---|---|
| จำนวนรายการถอน/Total No. of Debits | 1 | จำนวนเงินถอน/Total Debit Amount | 581.89 |
| จำนวนรายการฝาก/Total No. of Credits | 1 | จำนวนเงินฝาก/Total Credit Amount | 7,987.81 |
| จำนวนรายการถอนเดือนนี้/No. of Debits MTD | 1 | จำนวนเงินถอนเดือนนี้/Debit Amount MTD | 581.89 |
| จำนวนรายการฝากเดือนนี้/No. of Credits MTD | 1 | จำนวนเงินฝากเดือนนี้/Credit Amount MTD | 7,987.81 |

เงินฝากนี้ได้รับความคุ้มครองจากสถาบันคุ้มครองเงินฝากตามจำนวนที่กำหนดไว้ในกฎหมาย

ถ้าไม่มีการคัดค้านรายการใดใน Statement นี้ ภายใน 7 วัน ธนาคารจะถือว่าท่านยอมรับว่า รายการใน Statement นี้ถูกต้องแล้ว
If no objection is made within 7 days, all items herein shall be deemed accurate.

สอบถามข้อมูลได้ที่ บัวหลวงโฟน 1333 หรือ (66) 0-2645-5555
Inquiry: Contact Bualuang Phone Tel. 1333 or (66) 0-2645-5555

เจ้าหน้าที่ผู้รับมอบอำนาจ/AUTHORIZED SIGNATURE

Bangkok Bank
ธนาคารกรุงเทพ

สาขาสีลม (0118)
300 ถนนสีลม
เขตบางรัก กรุงเทพมหานคร 10500 · 0002604

รอบรายการบัญชี/Statement Period
01/03/2017 - 31/03/2017

เรียน บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอร์
611/40 ซ.วัดจันทร์ใน
ถ.เจริญกรุง แขวงบางโคล่
เขตบางคอแหลม จ.กรุงเทพมหานคร 10120

วันที่ออกรายงาน/Statement Date
01/04/2017

หน้าที่/Page 001/001

*ฝากเช็คธ.กรุงเทพ ก่อน 16.00 น.(สาขาที่ปิดหลัง 16.00 น.ฝากได้ถึง 18.00 น.)*
*ทราบผลเรียกเก็บเงินตามเช็คอย่างรวดเร็วทันใจ ภายใน 20.00 น. ของวันที่นำฝาก*

345,569.03

รายการเคลื่อนไหวบัญชีเงินฝากกระแสรายวัน — Current Account Transaction Record
เลขที่บัญชี/Account No. 118-323191-7 THB
บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอ

| วันที่ Date | รายการ Particulars | เลขที่เช็ค Chq.No. | ถอน Withdrawal | ฝาก Deposit | คงเหลือ Balance | ผ่านทาง Via | |
|---|---|---|---|---|---|---|---|
| 01/03 | B/F | | | | 338,163.11 | | |
| 22/03 | CHEQUE AUTOPOST | 03791875 | 581.89 | | 337,581.22 | Auto | ระบบอัตโนมัติ |
| 31/03 | CHEQUE DEPOSIT | | | 7,987.81 | 345,569.03 | Br0101 | สำนักงานใหญ่ สีลม |

| | | | |
|---|---|---|---|
| จำนวนรายการถอน/Total No. of Debits | 1 | จำนวนเงินถอน/Total Debit Amount | 581.89 |
| จำนวนรายการฝาก/Total No. of Credits | 1 | จำนวนเงินฝาก/Total Credit Amount | 7,987.81 |

| | | | |
|---|---|---|---|
| จำนวนรายการถอนเดือนนี้/No. of Debits MTD | 1 | จำนวนเงินถอนเดือนนี้/Debit Amount MTD | 581.89 |
| จำนวนรายการฝากเดือนนี้/No. of Credits MTD | 1 | จำนวนเงินฝากเดือนนี้/Credit Amount MTD | 7,987.81 |

เงินฝากนี้ได้รับความคุ้มครองจากสถาบันคุ้มครองเงินฝากตามจำนวนที่กำหนดไว้ในกฎหมาย

หากไม่มีการทักท้วงรายการใดใน Statement นี้ ภายใน 7 วัน ธนาคารจะถือว่าท่านยอมรับว่ารายการใน Statement นี้ถูกต้องแล้ว
If no objection is made within 7 days, all items herein shall be deemed accurate.

สอบถามข้อมูลได้ที่ บัวหลวงโฟน 1333 หรือ (66) 0-2645-5555
Inquiry: Contact Bualuang Phone Tel. 1333 or (66) 0-2645-5555

เจ้าหน้าที่ผู้รับมอบอำนาจ/AUTHORIZED SIGNATURE

Bangkok Bank
ธนาคารกรุงเทพ

สาขาสีลม (0118)
300 ถนนสีลม
เขตบางรัก กรุงเทพมหานคร 10500 ' 0002604

รอบรายการบัญชี/Statement Period
01/03/2017 - 31/03/2017

วันที่ออกรายงาน/Statement Date
01/04/2017

เรียน บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอร์
611/40 ซ.วัดจันทร์ใน
ถ.เจริญกรุง แขวงบางโคล่
เขตบางคอแหลม จ.กรุงเทพมหานคร 10120

หน้าที่/Page 001/001

*ฝากเช็คข.กรุงเทพ ก่อน 16.00 น.(สาขาที่ปิดหลัง 16.00 น.ฝากได้ถึง 18.00 น.)*
*ทราบผลเรียกเก็บเงินตามเช็คอย่างรวดเร็วทันใจ ภายใน 20.00 น. ของวันที่นำฝาก*

345,569.03

รายการเคลื่อนไหวบัญชีเงินฝากกระแสรายวัน
เลขที่บัญชี/Account No. 118-323191-7 THB

Current Account Transaction Record
บจ.บางกอกรับเบอร์ ดีเวลลอปเมนต์ เซ็นเตอ

| วันที่ Date | รายการ Particulars | เลขที่เช็ค Chq.No. | ถอน Withdrawal | ฝาก Deposit | คงเหลือ Balance | ผ่านทาง Via | |
|---|---|---|---|---|---|---|---|
| 01/03 | B/F | | | | 338,163.11 | | |
| 22/03 | CHEQUE AUTOPOST | 03791875 | 581.89 | | 337,581.22 | Auto | ระบบอัตโนมัติ |
| 31/03 | CHEQUE DEPOSIT | | | 7,987.81 | 345,569.03 | Br0101 | สำนักงานใหญ่ สีลม |

| | | | |
|---|---|---|---|
| จำนวนรายการถอน/Total No. of Debits | 1 | จำนวนเงินถอน/Total Debit Amount | 581.89 |
| จำนวนรายการฝาก/Total No. of Credits | 1 | จำนวนเงินฝาก/Total Credit Amount | 7,987.81 |
| จำนวนรายการถอนเดือนนี้/No. of Debits MTD | 1 | จำนวนเงินถอนเดือนนี้/Debit Amount MTD | 581.89 |
| จำนวนรายการฝากเดือนนี้/No. of Credits MTD | 1 | จำนวนเงินฝากเดือนนี้/Credit Amount MTD | 7,987.81 |

เงินฝากนี้ได้รับความคุ้มครองจากสถาบันคุ้มครองเงินฝากตามจำนวนที่กำหนดไว้ในกฎหมาย

ถ้าไม่มีการคัดค้านรายการใดใน Statement นี้ ภายใน 7 วัน ธนาคารจะถือว่าท่านยอมรับว่ารายการใน Statement นี้ถูกต้องแล้ว
If no objection is made within 7 days, all items herein shall be deemed accurate.

สอบถามข้อมูลได้ที่ บัวหลวงโฟน 1333 หรือ (66) 0-2645-5555
Inquiry: Contact Bualuang Phone Tel. 1333 or (66) 0-2645-5555

เจ้าหน้าที่ผู้รับมอบอำนาจ/AUTHORIZED SIGNATURE

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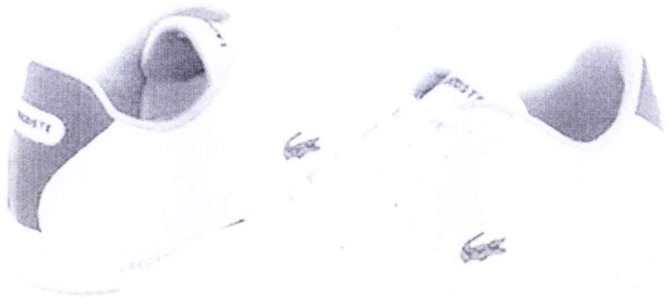


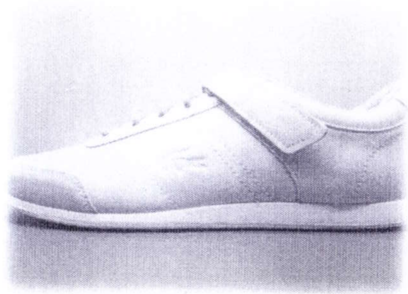


# LACOSTE

















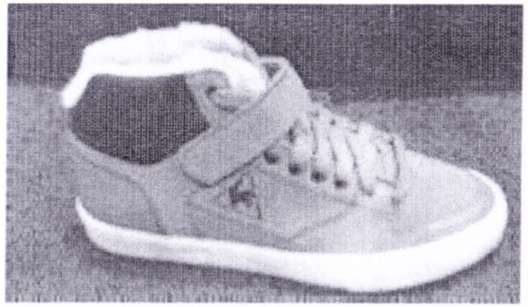

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BANGKOK RUBBER PUBLIC COMPANY LIMITED, 2014

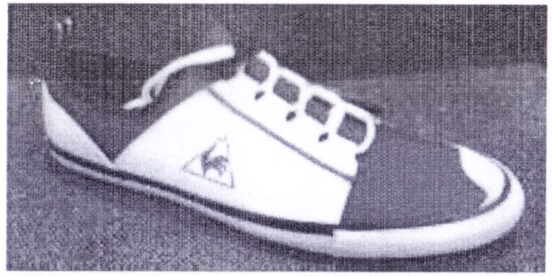


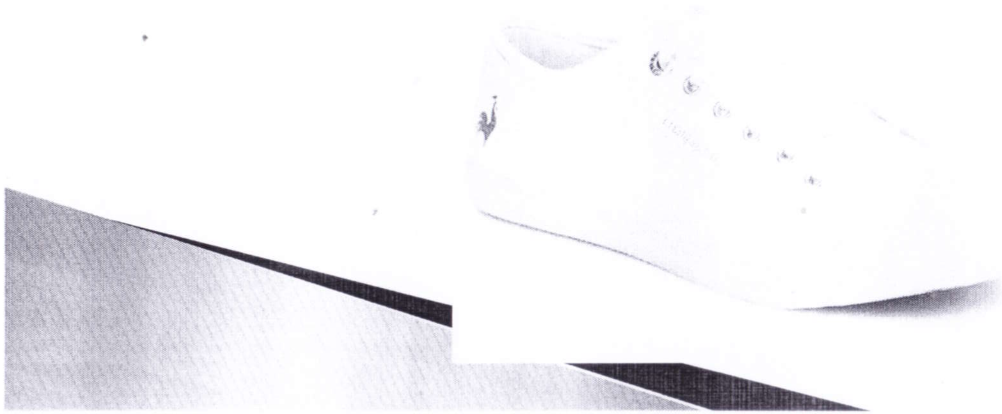






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